424.

SUPREME COURT OF THE UNITED STATES.

No. 103.

GEORGE B. STEARNS, ADMINISTRATOR DE BO. NON OF JOHN O. PAGE, COMPLAINANT AND APPELLANT,

vs.

RUFUS K. PAGE.

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MAINE.

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MAINE DISTRICT, *ss*:

At a circuit court of the United States, for the first circuit, begun and holden at Portland, within and for said district, on Wednesday, the first day of May, in the year of our Lord one thousand eight hundred and forty-four.

Present, the honorable Joseph Story, associate justice of the Supreme Court, and the honorable Ashur Ware, district judge.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

On the twenty-third day of November, in the year of our Lord one thousand eight hundred and thirty-eight, the following bill in equity was filed in said court, by Sprague and Gray, esquires, solicitors for the plaintiff, to wit:

To the honorable the justices of the circuit court of the United States of America, holden in and for the district of Maine.

The bill of complaint of George B. Stearns, of Boston, in the county of Suffolk, and State of Massachusetts, gentleman, and a citizen of said State of Massachusetts, as he is administrator of the goods and estate which were of John O. Page, late of Hallowell, in the State of Maine, merchant, deceased, humbly complaining, showeth unto your honors, that the said John O. Page died in foreign parts, on or about the twenty-eighth day of February, in the year of our Lord eighteen hundred and eleven, intestate, and seized and possessed of a large real and personal estate, to the amount of about eighty-one thousand dollars; and that the said John O. Page left a widow and three children, to wit, John O., Emeline, and Louisa Page, the heirs at law to his said property; that all the said children were minors, and under the age of twenty-one years, at the time of the decease of the said John O. Page, the elder.

And afterwards, on or about the twenty-fifth day of June, in the same year, eighteen hundred and eleven, Sarah Page, the widow of said deceased, was appointed administratrix of the goods and estate which were of said John O. Page, deceased.

And your orator further shows, that Rufus K. Page, of Hallowell, in the county of Kennebec, and State of Maine, gentleman, and a citizen of said State of Maine, before the departure of said deceased from this country, and during his absence in foreign parts, where he died as aforesaid, was entrusted with the management of a large part of the personal property of said deceased, and after the death of said deceased, the said Rufus K. Page, having been so entrusted, was continued by the said administratrix in the management and disposal of the

same personal property, and was also entrusted with the management and disposal of all the other personal property belonging to said estate; that said administratrix was entirely unacquainted with business and business transactions, and that the said Rufus K. Page acted throughout as the trustee of all the personal property belonging to said estate. And although several accounts were from time to time rendered by said administratrix to the probate court for the county of Kennebec, in said State of Maine, the said accounts were in fact made up by the said Rufus K. Page, as trustee of said estate, and the said administratrix signed and submitted the same merely as matter of form.

And your orator further shows, that the last account, so rendered by said administratix to said court of probate, which account, as were all said accounts so rendered, was made up by said Rufus K. Page, trustee as aforesaid, was rendered on or about the twentieth day of February, in the year eighteen hundred and sixteen; and that in said account, and also in all the accounts so rendered, there were many errors and mistakes, and many fraudulent omissions, and that the property of said estate is not therein accounted for according to law; and that the said Rufus K. Page, trustee as aforesaid, fraudulently appropriated and converted to his own use, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposition of said property, certain portions of said property, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured.

And your orator further shows, that a brig called the Emeline, either in whole or in part belonging to the said John O. Page, the elder, at the time of his decease, and was a part of his estate, and came into the hands, possession, and control of said Rufus K. Page, as trustee as aforesaid; but that the said Rufus K. Page sold the said brig, and converted the whole proceeds thereof to his own use, and that neither the same nor any part thereof were ever accounted for among the proceeds of said estate, which proceeds, either in whole or in part, should have been accounted for among the proceeds of said estate; but they were wrongfully and fraudulently converted as aforesaid by the said Rufus K. Page, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposal of said property, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured. And the whole proceeds of said brig, received by said Rufus K. as aforesaid, were, as your orator has been informed, and believes and avers, the sum of thirteen thousand dollars.

And your orator further shows, that the said Rufus K. Page, in the management and disposal of said property as aforesaid, falsely and fraudulently represented to the said administratrix, that a copartnership had existed between the said John O. Page, deceased, and the said Rufus K. Page under and by virtue of which copartnership he, the said Ru-

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The bill of complaint of George B. Stearns, of Boston, in the county of Suffolk, and State of Massachusetts, gentleman, and a citizen of said State of Massachusetts, as he is administrator of the goods and estate which were of John O. Page, late of Hallowell, in the State of Maine, merchant, deceased, humbly complaining, showeth unto your honors, that the said John O. Page died in foreign parts, on or about the twenty-eighth day of February, in the year of our Lord eighteen hundred and eleven, intestate, and seized and possessed of a large real and personal estate, to the amount of about eighty-one thousand dollars; and that the said John O. Page left a widow and three children, to wit, John O., Emeline, and Louisa Page, the heirs at law to his said property; that all the said children were minors, and under the age of twenty-one years, at the time of the decease of the said John O. Page, the elder.

And afterwards, on or about the twenty-fifth day of June, in the same year, eighteen hundred and eleven, Sarah Page, the widow of said deceased, was appointed administratrix of the goods and estate which were of said John O. Page, deceased.

And your orator further shows, that Rufus K. Page, of Hallowell, in the county of Kennebec, and State of Maine, gentleman, and a citizen of said State of Maine, before the departure of said deceased from this country, and during his absence in foreign parts, where he died as aforesaid, was entrusted with the management of a large part of the personal property of said deceased, and after the death of said deceased, the said Rufus K. Page, having been so entrusted, was continued by the said administratrix in the management and disposal of the

same personal property, and was also entrusted with the management and disposal of all the other personal property belonging to said estate; that said administratrix was entirely unacquainted with business and business transactions, and that the said Rufus K. Page acted throughout as the trustee of all the personal property belonging to said estate. And although several accounts were from time to time rendered by said administratrix to the probate court for the county of Kennebec, in said State of Maine, the said accounts were in fact made up by the said Rufus K. Page, as trustee of said estate, and the said administratrix signed and submitted the same merely as matter of form.

And your orator further shows, that the last account, so rendered by said administratix to said court of probate, which account, as were all said accounts so rendered, was made up by said Rufus K. Page, trustee as aforesaid, was rendered on or about the twentieth day of February, in the year eighteen hundred and sixteen; and that in said account, and also in all the accounts so rendered, there were many errors and mistakes, and many fraudulent omissions, and that the property of said estate is not therein accounted for according to law; and that the said Rufus K. Page, trustee as aforesaid, fraudulently appropriated and converted to his own use, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposition of said property, certain portions of said property, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured.

And your orator further shows, that a brig called the Emeline, either in whole or in part belonging to the said John O. Page, the elder, at the time of his decease, and was a part of his estate, and came into the hands, possession, and control of said Rufus K. Page, as trustee as aforesaid; but that the said Rufus K. Page sold the said brig, and converted the whole proceeds thereof to his own use, and that neither the same nor any part thereof were ever accounted for among the proceeds of said estate, which proceeds, either in whole or in part, should have been accounted for among the proceeds of said estate; but they were wrongfully and fraudulently converted as aforesaid by the said Rufus K. Page, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposal of said property, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured. And the whole proceeds of said brig, received by said Rufus K. as aforesaid, were, as your orator has been informed, and believes and avers, the sum of thirteen thousand dollars.

And your orator further shows, that the said Rufus K. Page, in the management and disposal of said property as aforesaid, falsely and fraudulently represented to the said administratrix, that a copartnership had existed between the said John O. Page, deceased, and the said Rufus K. Page under and by virtue of which copartnership he, the said Ru-

fus, was the owner of, and entitled to a certain portion of all the property, and of the goods, wares, and merchandise, and the proceeds thereof, in the store in Hallowell, owned and carried on as a trading establishment by the said John O. Page, deceased, and of a certain portion of credits belonging to said trading establishment; under which representations he fraudulently claimed and appropriated to himself large amounts of property, all of which property, goods, wares, and merchandise, proceeds and credits, belonged to and were the sole property of said John O. Page, the elder, and a part of his estate; inasmuch as your orator has been informed, and believes and avers, that no such copartnership ever existed between the said John O., and the said Rufus K., but the said Rufus K. was employed by the said John O. merely as his agent and trustee, during his absence, in carrying on the business of said trading establishment. And all of said property, goods, wares, merchandise, proceeds and credits should have been accounted for among the proceeds of said estate, but a large portion thereof was wrongfully and fraudulently converted as aforesaid, by the said Rufus K. Page, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposal of said property, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto, defrauded and injured.

And your orator further shows, that the said administratrix held certain promissory notes, signed by said Rufus K. Page, to the amount of about eleven thousand dollars, which were due from the said Rufus K. Page to the said estate of said John O. Page, and that by the fraudulent representations of the said Rufus K. Page, the said administratrix was induced to give up said notes to said Rufus K. Page, without consideration being given or payment made therefor, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured.

And your orator further showeth, that a ship, called the Horatio, belonged to the said John O. Page, the elder, at the time of his decease, and was a part of his estate, and came into the hands, possession, and control of said Rufus K. Page, as trustee as aforesaid. And that said ship, at the time of the decease of the said John O. Page, was on the stocks and unfinished; and that the said Rufus K. Page should and ought, within a reasonable time thereafter, to have sold said ship, in the discharge of his duty as trustee as aforesaid, and have paid over the proceeds thereof to said administratrix; yet the said Rufus K. Page, without right and contrary to law, and in violation and breach of the faith and trust reposed in him in the management and disposal of said property, grossly and fraudulently neglected to sell and dispose of said ship, as he ought and should and might have done, and fraudulently suffered the said ship to deteriorate and decay, and become of little or no value, so that the said estate lost the proceeds and benefit which ought and should and could have been secured from said ship, by the negligence and fraud of said trustee, whereby the estate of the said

John was wrongfully and fraudulently diminished, and those interested therein and entitled thereto defrauded and injured. And your orator avers, that said ship Horatio might and could have been sold for the sum of twelve thousand dollars, and was of that value; and that the said amount might and would and could have been realized therefor, had it not been for the fraudulent neglect and mismanagement of said trustee.

And your orator further shows, that the said Sarah Page died in the year eighteen hundred and twenty-six; and your orator and the said Louisa P. intermarried on the twenty-eighth day of October, in the year eighteen hundred and twenty-eight; and the said Louisa P., wife of your orator, became of the age of twenty-one years in the month of April, eighteen hundred and thirty, and not before; and that your orator was appointed administrator de bonis non, that is, on the goods and estate of the said John O. Page, not before administered upon, on the thirty-first day of May, eighteen hundred and thirty-four.

And your orator further shows, that the said Rufus K. Page has admitted, to sundry and divers persons, within six months now last past, that there was in his hands some property which belonged to the estate of said John O. Page, who was his brother, which he took and appropriated to himself, claiming to hold it by virtue of a paper, purporting to be the last will and testament of said John O. Page; but he did not know how it would stand law. And your orator avers, that said paper was offered for probate as the last will and testament of said John O. Page, but was set aside as invalid and of no effect as such, or for any purpose connected with said estate, and that the said John O. Page died intestate.

And your orator further shows, that the said Rufus K. Page has declared, to one or more person or persons, that he made sales of property to a large amount, belonging to his said brother's estate, of which he received the whole proceeds to his own use; and that he had sold the said brig Emeline for the sum of thirteen thousand dollars, and appropriated and converted the proceeds thereof to his own use.

And your orator avers, that, before the decease of the said John O. Page, the said Rufus K. Page was a man of no property or visible means; and that, immediately thereafter, he entered largely into business with the property of said estate, and with the proceeds of property so converted by him to his own use; and that the said Rufus K. Page has made and received large profits and interest upon said property belonging to the estate of the said John O. Page, and appropriated by him to his own use as aforesaid, and which he ought, as trustee as aforesaid, to have accounted for and paid over to the said estate, but which he has never yet accounted for nor paid over.

And your orator avers, that, from the nature of said transactions, and from the lapse of time which has occurred, your orator has not full and ample information as to the justice of other parts of said accounts, and of the distribution of said property; but he has every reason to believe, and does believe, and avers, that other amounts were appropriated and

converted to his own use by the said Rufus K. Page, in violation of the said trust reposed in him, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein, and entitled thereto, defrauded and injured.

And your orator further shows, that he had no notice, knowledge, or suspicion, until the winter of the year eighteen hundred thirty-four, that there had been any breaches of trust on the part of said Rufus K. Page, nor that said accounts were false and erroneous; and that, since that time, your orator has been endeavoring to ascertain more fully the facts in relation thereto, and that it was not until recently that he has been enabled to gain sufficient information to authorize him to proceed against said Rufus K. Page.

And your orator further shows, that, at one time, when applied to in regard to the settlement of said estate, the said Rufus K. Page professed a willingness to submit the whole matter to any distinterested person, and to act as such person should decide was right and just; but, when requested to carry into effect such submission, he absolutely refused so to do.

And your orator further shows, that, on the twenty-first day of November, A. D. eighteen hundred and thirty-eight, your orator demanded of the said Rufus K. Page all that was due, or would be due, on a fair settlement between said Rufus K. Page and the estate of the said John O. Page, the elder, going back to the time of the decease of the said John O. Page, and making an examination of all accounts then subsisting between the said Rufus K. Page and the estate of the same John O. Page, and all transactions between said Rufus K. and the administratrix on said estate, and a statement and settlement of all accounts between said Rufus K. Page and the said estate, according to equity and good conscience, with all which your orator had well hoped the said Rufus K. Page would have complied, as in equity and good conscience he ought to have done.

But now, so it is, may it please your honors, he, the said Rufus K. Page, contriving how to injure your orator in the premises, absolutely refuses to comply with such requests; and he, at times, pretends that the said administratrix was a person well acquainted with business and business transactions, and well and thoroughly understood the accounts rendered on said estate to said probate court, and carefully examined the same; and that he, the said Rufus K., was not trustee of said estate as aforesaid, but that said administratrix managed and disposed of said estate without the interference of the said Rufus K., and made up the accounts so rendered to said probate court; whereas your orator charges the contrary to be true, and that the said administratrix was not well acquainted with business and business transactions, and did not well and thoroughly understand the accounts on said estate rendered to said probate court, and did not carefully examine the same; and that the said Rufus K. was trustee of said estate as aforesaid, and that said administratrix did not manage and dispose of said estate without the interference of the said Rufus K., nor make up the accounts so rendered to

said probate court; and that the said Rufus K. made up said accounts, or directed how the same should be made up, and that the said Rufus K. managed and disposed of said personal property as trustee of said estate; and the said Rufus K. sometimes pretends that all said accounts were just and true, and that there were not in them, or in any of them, any errors, mistakes, or fraudulent omissions; and that the property of said estate is therein accounted for according to law. Whereas your orator charges the contrary to be true, and that said accounts were not and are not just and true, and that there are in them many errors and mistakes, and fraudulent omissions, and that the property of said estate is not therein accounted for according to law; and that the said Rufus K., trustee as aforesaid, fraudulently appropriated and converted to his own use, without right and contrary to law, and in violation and breach of the faith and trust reposed in him, in the management and disposition of said property, certain portions of said property, as is hereinbefore mentioned; and the said Rufus K. sometimes pretends that neither the said brig Emeline, nor any part thereof, ever belonged to the said John O. Page, or was ever a part of said estate, or ever came to his hands, possession, or control, and that he never sold said brig, nor received the proceeds thereof. Whereas your orator charges the contrary to be true; and that the said brig Emeline, or some part thereof, did belong to said John O. Page, and was a part of said estate, and was in the possession and control of said Rufus K. as trustee as aforesaid; and that said Rufus K. did sell said brig, and receive the proceeds thereof, and converted the same to his own use wrongfully and fraudulently, as is hereinbefore set forth; and the said Rufus K. sometimes pretends that a copartnership did exist between himself and the said John O. Page, and that, under and by virtue of said copartnership, he, the said Rufus, was the owner of, and entitled to, a certain portion of all the property, and of the goods, wares, and merchandise, and the proceeds thereof, in the store in Hallowell, before mentioned, and of the credits appertaining thereto; whereas your orator charges the contrary to be true, and that all of said property, goods, wares, merchandise, proceeds, and credits, belonged to, and were the sole property of, said John O. Page, and a part of said estate; and that no such copartnership ever existed between the said Rufus K. and the said John O. Page, but the said Rufus K. was employed merely as the agent and trustee of the said John O. Page, during his absence; and the said Rufus K. sometimes pretends that said promissory notes were paid by him to said administratrix; whereas your orator charges the contrary to be true, and that they were given up to him without consideration or payment being made therefor; and the said Rufus K. sometimes pretends that the said John O. Page left a will, under and by virtue whereof he, the said Rufus K., was entitled to the said brig Emeline; whereas your orator charges the contrary to be true, and that the said John O. Page left no will, but died intestate; and the said Rufus K. sometimes pretends that he duly paid over and accounted for all the property of said estate which ever came to his hands, possession, or control, and that he never used the same in his own busi-

ness, and never made profits thereon; whereas your orator charges the contrary to be true, and that he did enter largely into business with the property of said estate, and with the proceeds of property of said estate, and that he made profits thereon; and that he has never accounted or paid over to said estate all the property and proceeds thereto belonging, which ever came to his hands, possession, or control, and that he is now largely indebted to said estate, as will, upon a full and fair statement of accounts, appear. All which actings, doings, and pretences, and refusals, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises; and, in consideration whereof, and forasmuch as your orator can only have relief in the premises in a court of equity, where matters of this nature are properly cognizable and relievable.

To the end, therefore, that the said Rufus K. Page may, upon his corporal oath, to the best and utmost of his knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated and he distinctly interrogated thereto; and more especially that the said Rufus K. may, in manner aforesaid, answer and set forth:

Whether the said John O. Page died in foreign parts, on or about the twenty-eighth day of February, in the year eighteen hundred and eleven, intestate, and seized and possessed of a large real and personal estate, and left a widow and three children, as is hereinbefore set forth; or when and where said John O. Page did die, and of what estate he was seized and possessed at the time of his decease; and whether he, the said Rufus K., before the departure of said deceased from this country, and during his absence in foreign parts, was not entrusted with the management of a large, or some, and what part of the personal property of said deceased; and whether he, the said Rufus K., being so entrusted, was not continued in the management and disposal of the same, or of some, and what part thereof, and of all or some, and what, of the other personal property belonging to said estate; and whether he, the said Rufus K., being so entrusted, did not act in the management and disposal thereof; and whether he, the said Rufus K., was not entrusted with, had not the possession and control of, and did not sell the said brig Emeline for the sum of thirteen thousand dollars, or some other, and what sum; and whether he did not retain said amount or sum, and what sum, the proceeds of said brig, to his own use; and whether said brig, or some, and what part thereof, did not belong to the said John O. Page at the time of his decease; and whether there ever was any, and what, copartnership between said John O. and Rufus K., and if there were any such copartnership, when was it formed; what were its terms, and conditions, and limitations; and how long was the same to continue; and was it formed by written articles? And if yea, that he may annex them to his answer to this bill of complaint; and what did each partner contribute to the stock of said partnership, if any; and how much had each partner drawn from the funds thereof,

and at what time or times; and whether said, or some; and what promissory notes were given up to said Rufus K. Page; and whether he has not admitted, or said, or declared, to some person or persons, and to what person or persons, that there was some property in his hands which belonged to his brother, the said John O. Page's estate, which he took and appropriated to himself, but he did not know how it would stand law, or made some and what statement or declaration similar thereto, or some and what statement relative thereto; and whether or not the said ship Horatio, or any and what ship, that was afterwards so called, belonged to the said John O. Page, the elder, and came to the hands, possession, or control of him, the said Rufus K., or to the hands, possession, or control of any, and what person or persons, on account, or under direction of said Rufus K.; and whether or not said ship was, at the time of the decease of the same John O. Page, on the stocks, or unfinished, or where, and in what condition she then was; and whether the said ship might not then, or soon afterwards, and how soon afterwards, have been sold for any, and what price; and whether any offer or offers, and what offer or offers, were made to purchase said ship; and by what person or persons; and upon what terms or conditions; and for what consideration or considerations; and how long said ship was retained in his, the said Rufus K.'s, possession or control, or in the possession or control of any person or persons under his, the said Rufus K.'s, direction; and what was done with said ship during such time; whether she went any and what voyages, and to what ports or places, and under what contract or contracts; whether let to freight or chartered, and upon what terms or conditions, and what sum or sums of money were received by or on account of said ship; and what was done with all, and each and every part of the property of the said John O. Page, the elder, and by whom was it sold or disposed of; and when, and where, and to whom; and for what price or prices, and upon what terms or conditions, and under what circumstances; and what was all, and each, and every part thereof, that came to the said hands, possession or control of the said Rufus K., or of any person for the said Rufus K., or under the said Rufus K.'s direction; and how, when, and where was the same, and each and every part thereof, received and disposed of by him, the said Rufus K., or by any agent or agents of his, the said Rufus K.'s, appointment; and who were such agents or agent; and what instructions were given to said agents or agent; and when, and where, and by whom, and under what circumstances?

And that said Rufus K. Page may answer the premises, and that he may render an account to your orator of all and every the matters and things herein contained, and a full statement and account of all and of every part of the property which belonged to the said John O. Page, the elder, at the time of his decease, and of all the property of said estate, which ever came to his, the said Rufus K.'s, hands, possession, or control, or to the hands, possession, or control of any person or persons for said Rufus K., or subject to his directions as trustee as aforesaid; and that he shall pay to your orator all that may be due on a fair

settlement between said Rufus K. and the estate of the same John O. Page, going back to the time of the decease of the same John O. Page, and making an examination of all accounts then subsisting between the said Rufus K and the estate of the same John O. Page; and all transactions between said Rufus K. and the administratrix on said estate, with interest on all sums due from said Rufus K. to said estate; and a full statement and settlement of all accounts between said Rufus K. and the said estate, according to equity and good conscience; and that your orator may have such further or other relief in the premises, as the nature and circumstances of this case may require, and to your honors may seem meet, may it please your honors to grant unto your orator the writ of subpœna, to be directed to the said Rufus K. Page, thereby commanding him, under a certain pain therein to be limited, to be and appear before this honorable court, and then and there full, true, direct, and perfect answer make, to all and singular the premises; and further to stand to, perform, and abide such further order, direction, and decree therein, as to your honors may seem meet.

GEORGE B. STEARNS,
Administrator de bonis non to estate of
J. O. Page, deceased.
SPRAGUE & GRAY, *Solicitors.*

November 23, 1838.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, November twenty-third, A. D. eighteen hundred [and] thirty-eight. Received and filed.

Attest: J. MUSSEY, *Clerk.*

Whereupon the following writ of subpœna issued, viz:

[L. S.] The President of the United States of America, to Rufus K. Page, of Hallowell, in the county of Kennebec, and State of Maine, gentleman, and a citizen of the State of Maine, greeting:

For certain causes offered before the circuit court of the United States, for the first circuit, as a court of chancery, we command and strictly enjoin you, laying all other matters aside, and notwithstanding any excuse, that you personally appear before the said circuit court, at the office of the clerk of said court, in Portland, in said Maine district, on the first Monday of January next, at ten of the clock in the forenoon, to answer concerning those things which then and there may be objected against you by George B. Stearns, of Boston, in the county of Suffolk, and State of Massachusetts, gentleman, and a citizen of said State of Massachusetts, as he is administrator of the goods and estate which were of John O. Page, late of Hallowell aforesaid, merchant, deceased; and to do further, and receive that which said court shall do and order in this behalf. And this you are in no wise to omit, and have you there this writ.

Witness the honorable Roger B. Taney, chief justice of the United

States of America, at Portland, this twenty-third day of November, in the year of our Lord one thousand eight hundred and thirty-eight.

JOHN MUSSEY, *Clerk*.

Which is returned with the following endorsement thereon, viz:

MAINE, *ss:* *December* 12, 1838.

I gave the within named Rufus K. Page a true and attested copy of the within writ in hand.

FRANCIS DAVIS, *Deputy Marshal*.

And on the return day of said precept, said cause was entered, and said defendant entered his appearance, by W. Emmons, esquire, his solicitor; and on the first Monday of April, A. D. eighteen hundred and thirty-nine, the following plea and answer are filed, viz:

Circuit court of the United States, for May term, eighteen hundred [and] thirty-nine, Maine district.

GEORGE B. STEARNS, administrator of the goods and estate of John O. Page, late deceased, not administered upon, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

And this defendant, by protestation, not confessing or acknowledging all or any of the matters and things in the complainant's bill of complaint contained to be true, in such manner and form as the same are therein and thereby charged and alleged, for plea to the same saith, that if the complainant, either in his own right, or as administrator of the goods and estate of the said John O. Page not before administered upon, ever had any cause of suit against this defendant, for or concerning any of the matters, transactions, goods, wares, and merchandise, vessels, money, notes, or dealings, described, or in said bill of complaint mentioned, (which this defendant does in no wise admit,) the same did accrue or arise above six years before the filing of said complainant's bill of complaint, and above six years before serving this defendant with a subpœna, or other process, to appear and answer the same.

And this defendant further states, that said complainant had the means of knowing all the facts by him stated in his bill of complaint, as well long before the term of six years next previous to the filing of his said bill, as he had at the time when said bill was filed. And this defendant further, for plea, saith, and doth aver, that he hath not, at any time within six years before the filing of said complainant's bill of complaint, nor within six years before service of subpœna or process upon him to answer thereto, ever promised or agreed to account for, or pay, or any satisfy said complainant, any money for or concerning any of the matters, transactions, or dealings, stated in said complainant's said bill of complaint charged or alleged, and therefore this defendant doth plead the statute of limitations of this State, passed the nineteenth day of March, in the year of our Lord one thousand eight hun-

dred and twenty-one, being chapter sixty-two, and prays the benefit of said statute for the limitations of actions, entitled an "Act for the limitations of actions, real and personal, and of writs of error;" all which matter this defendant doth aver and plead in bar of said complainant's said bill, and of said complainant's pretended demands, for which he prays to be relieved and remedied by his said bill. And this defendant prays to be hence dismissed, with his reasonable costs, in this behalf most wrongfully sustained.

RUFUS K. PAGE.
ALLEN & EMMONS, *Solicitors*.

KENNEBEC, *ss:*

March 23d, 1839.

Then the above named Rufus K. Page made oath to the truth of the facts stated in the above plea, by him signed, before me.

A. ALDEN, *justice of the peace*.

Circuit court of the United States, Maine district:

GEORGE B. STEARNS, administrator of the goods and estate of John O. Page, late deceased, not administered upon, plaintiff in equity,

vs.

RUFUS K. PAGE, defendant.

This defendant, not waiving his plea of the statute of limitations, but relying and insisting thereon, for answer to the said bill of said complainant, or to so much thereof as this defendant is advised is material or necessary for him to make answer to, he, this defendant, answereth and saith, reserving to himself now, and at all times hereafter, all and all manner of benefit and advantage of exception to the manifold uncertainties and imperfections in the said complainant's said bill of complaint, that he believes it to be true, as stated in said bill, that said John O. Page did die in foreign parts, viz, in England, on or about the twenty-eighth of February, in the year eighteen hundred and eleven, intestate, leaving a widow, the said Sarah Page, and three minor children, viz, John O., Emeline, and Louisa Page, his heirs at law; that he was seized and possessed of large real and personal estate, and that said Sarah Page was, on the said twenty-fifth of June, eighteen hundred and eleven, appointed administratrix of the goods and estate of the said John O. Page, deceased. And this defendant, further answering, says, that said John O. Page departed from Bath, in this State, in the month of July, eighteen hundred and ten, in the brig Emeline, for Liverpool, or some place in England, and that he never returned to the United States.

This defendant cannot, after this lapse of time, specify the property particularly which said intestate left; but he supposes and believes that an inventory was returned by said administratrix of all his said estate, real and personal, as appears, amounting, as appears by said inventory

now on file in the office of register of probate for the county of Kennebec, to the sum of between seventy and eighty thousand dollars.

This defendant further says, that said John O. Page, many years prior to his death, transacted business in the town of Hallowell, in the county of Kennebec, where he had a retail store, and was engaged in the building and sailing of vessels; that in the month of May, eighteen hundred and six, the said John O. having become feeble in health, and his business having become considerably extended, proposed to this defendant to become a copartner with him (the said defendant being a brother of said John, and having before that time been employed by said John as clerk in his store) in the business of buying and selling goods, wares, and merchandise, said partnership to be conducted under the name and style of Rufus K. Page. This proposition was accepted by this defendant, and said copartnership was formed without any written articles of agreement, but verbally, and without any limitation as to time. But it was agreed between them that the stock of goods then in the store, and owned by the (said) John, should be turned in as a part of the capital of said firm, and an inventory of which was then taken, and amounted to the sum of one thousand and thirteen dollars and thirty-six cents; and that amount was thereupon entered to the credit of the said John in the books of said firm, which were procured and adopted by said firm. And it was further agreed that said John should add thereto the sum of two thousand dollars as a part of the capital stock of said firm, which was done; and that sum was also placed to the credit of the said John in the books of said firm; and that all the care and labor of attending to the business of said firm in said store, and out of doors, in connection with said store, should devolve on this defendant; that the profits of said store, and of the business connected therewith, should be divided in the proportion of five-eighths parts to said John, and three-eighths parts to this defendant; that the said John was to have an equal privilege in the oversight of said business, and in advising in any matters relating thereto. This defendant, accordingly, in May, eighteen hundred and six, commenced and prosecuted the business of said firm, under the name of Rufus K. Page, from that time until the death of said John, at which time said copartnership was dissolved by his death, the name of said Rufus K. Page being placed over the door of the store in May, eighteen hundred and six, as the representative and name of said firm, and the books of the store being kept in the same manner; that during the whole period of time, from May, eighteen hundred and six, till July, eighteen hundred and ten, the said John lived in said Hallowell, and was in the constant habit of frequenting said store, and of inspecting said company books, and occasionally making entries therein; that it was agreed between them that whatever goods should be taken from said store, by either of said copartners, should be charged to him respectively; which was accordingly done, as now appears upon said books. The business of said store, conducted as aforesaid, was a profitable one for the amount of capital invested; but no settlement was made prior to the death of said John; that, be-

sides the business of said store, the said John was extensively concerned in the building of vessels with sundry other persons, distinct from the business of said firm; that, among other things, the said John, during that period, viz, in the year eighteen hundred and nine, had jointly, with Caleb Stevens, esquire, of Pittston, now deceased, and with this defendant, built the brig Emeline, named in said bill of said complainant, and fitted her for sea, in eighteen hundred and ten, the said John owning one-half, and the said Stevens one-fourth, and this defendant one-fourth part; which several portions were paid for by said John, Caleb, and this defendant, according to their respective interests, as before stated.

Said defendant says, that, besides attending to the business of said store, he devoted a considerable time and labor to other business of said John not connected with said store, and which became the more necessary for said John to have done, in consequence of his declining or imperfect health; that, among other things, the said John, in the year eighteen hundred and nine, contracted with said Stevens for the building of a large ship, named in said bill the Horatio, but afterwards called the Albert Gallatin, of which the said John was the owner of three-fourth parts, and the said Stevens of one-fourth part; and which ship was only partly built, and on the stocks, when the said John last departed from the United States.

And the said defendant further states, that on the departure of said John, as aforesaid, from the United States, an increased degree of care of the business of said John, particularly as respects the building of said ship, devolved upon this defendant; but that he was in no wise the trustee of said John, otherwise than being a copartner in said store, and in advising and aiding his wife in the management of the business of said John. Said defendant further states, that, on being informed of the death of said John, the said Sarah took out of the probate office letters of administration upon his goods and estate, the said John having died intestate, although there was found among his papers an instrument purporting to be the last will and testament of said John, attested by two subscribing witnesses only, wherein the said John had devised to this defendant his interest in said brig Emeline, as this defendant believes, in consideration as well for the services rendered to him by this defendant, as for the affection entertained for him as a brother. Said instrument was, however, not approved as the will of said John, nor is the same relied upon by this defendant for any other purpose than as showing the intention of said John to bestow a recompense to this defendant for his services.

This defendant further says, that in returning an inventory of the goods and estate of said John, by said Sarah, all the personal estate of said John was included, as this defendant believes.

That as to the said brig Emeline, the said John was the owner of one half part only; that said administratrix, not wishing to be concerned further than she was obliged in the ownership of vessels, proposed to this defendant to purchase the one-half part belonging to her intestate;

and in doing this she was aided, as she was in all her subsequent transactions, as well with this defendant [as] by her father-in-law, the late Nathaniel Dummer, esquire, to whom she habitually applied for advice and direction, and who, from his knowledge of business as a practised merchant and shipholder, and the great interest by him uniformly manifested for said Sarah and her children, was particularly fitted to aid her in this respect; and also by the late Thomas Bond, esquire, of said Hallowell, counsellor at law, who was her brother-in-law, and also by the late Chandler Robbins, esquire, of said Hallowell, register of probate, the intimate friend of her late husband, as well of herself and of her family. By the advice of these persons the said administratrix, in the month of October, the nineteenth, eighteen hundred [and] eleven, agreed to sell, and this defendanta greed to purchase, the share of said brig owned by her intestate, being one-half part, for the sum of three thousand dollars, according to the best recollection of this defendant; and a bill of sale was made to him by her, this defendant, dated October nineteenth, eighteen hundred eleven, and which this defendant has ready to produce, and the register of said vessel was shifted at the custom-house, to comport with said change of ownership.

And this defendant states, that said sum was duly paid by this defendant to said administratrix, and the same was more than would have been given by any one else.

And this defendant further says, that he continued to hold said vessel from that time through the whole disastrous period of commercial restrictions, and of the ensuing war with Great Britain, until the year eighteen hundred sixteen, when he made sale of the whole of her in Baltimore for the sum of eight thousand dollars, nominally receiving in payment that sum in bank bills of Baltimore banks, then at a discount. And this defendant entertains a full belief that said administratrix consulted the best interests of said estate, and of said heirs, in selling said vessel at the time and for the sum she did; said brig, during a great portion of said period, being long out of employment, and constantly requiring expenditures to keep her in repair.

This defendant further states, that after said copartnership was formed, as before stated, that all money or goods furnished by said John was duly credited to him on said company books, unless a note was given by this defendant; and when that was the case, the note was not retained in said store, nor ever after in his possession until paid by him; and that all money or goods advanced to said John was charged to him in said books, from May, eighteen hundred six, until his death in February, eighteen hundred eleven. That at the time when the said John left the United States, as aforesaid, in July, eighteen hundred ten, the debit side of said company books against the said John was about twenty-six thousand dollars, and the amount credited to him on the same books was about twenty-four thousand dollars; which books were, and had been, under the constant inspection of said John, from the time of forming said copartnership until he finally left the United States.

And this defendant further states, that in the year eighteen hundred

and twelve, in the month of February, the said administratrix, by the advice of her counsel, Thomas Bond, esquire, appointed John Agry, of Hallowell, a merchant and shipholder, and the said Chandler Robbins, her agents, to make a settlement of accounts and demands between her and her intestate, and this defendant; that they attended to that duty, and a settlement was made, which they and this defendant believed, and which he now believes to be in all respects correct; by which settlement a balance of account was found against said estate, and in favor of this defendant, of between eight and nine thousand dollars, viz., eight thousand one hundred and six dollars and five cents. That a very large portion of the balance arose from the disbursements and supplies made by this defendant after said John left the United States, in building said ship, nearly all of which was furnished by this defendant; said ship being of the burthen of four hundred eighty-eight tons. That, in payment of this balance, this defendant took up certain notes of his, held by said administratrix, as far as it would go, in offset, and for the remainder the defendant gave to said administratrix his note of hand for the sum of three thousand eight hundred and seventy dollars and fifty cents; which note was written and witnessed by said Chandler Robbins, and which this defendant has since taken up and paid, and has now in his possession.

And this defendant states, that said notes, thus paid and cancelled by him, are the same notes, as he believes, which are named and inquired of in said plaintiff's bill, and described as notes, for about eleven thousand dollars; and said defendant states, that there were no other notes due from him to said estate, within his knowledge or recollection.

And this defendant says, that with respect to the accounts rendered by said administratrix, in said probate court, that they were principally, if not wholly, made out by said Chandler Robbins, under the immediate advice, inspection, and direction of her counsel, the said J. Bond, aided by her father-in-law, the said Nathaniel Dummer; and all information and aid required of this defendant was frequently, and truly, and faithfully given, to enable her to render those accounts just and true. And this defendant has no reason to believe that there *any* material errors in said accounts, and solemnly avers that there is not, nor ever was, any error in any of said accounts, made or caused in any respect by him, either by withholding, or causing any one else to withhold*ing* a particle of property belonging to said estate of said John O. Page, which ought to have been accounted for; and if any such was not accounted for by said administratrix, he is wholly ignorant thereof.

And with respect to said ship, called in said bill the Horatio, this defendant says, that said vessel received his strict and constant care and attention, until she was launched, which could not be done, as this defendant believes, until the year eighteen hundred eleven; that she then had to be rigged, fitted, and equipped for sea; that that was in a time of our most serious commercial embarrassments with England, and the most hazardous to the navigation of citizens of the United States.

That the said administratrix was desirous of making sale of that por-

tion of said vessel belonging to said estate, and was thereto advised by this defendant. That, although it was no part of the legal duty of this defendant to make sale of said ship, yet, nevertheless, he did exert himself to find a purchaser; but there were at (that) time so many ships for sale, and so few purchasers, and so little safe and profitable employment for them, that it was extremely difficult to make sale of a ship at any thing near the cost of building one; that the subject was constantly upon his mind, but he could obtain no offer for the same; and by the request of said Sarah, and of her counsel, he frequently attempted to sell the same without effect.

The war with Great Britain commenced in eighteen hundred twelve, after which there could be no employment for said vessel, or any other of her class, and many ships in the same predicament were lying at the wharves at Bath, with this, where nearly all of them went to decay, and with their owners were nearly ruined before the conclusion of the war.

In the year eighteen hundred sixteen, Jacob Barker, of New York, offered to purchase one-half of said vessel at eighteen dollars per ton, and pay therefor in Treasury notes, which were at a great discount; but said administratrix, on consulting her friends, who were shipholders in Hallowell, declined selling on those terms. The only other person whom this defendant recollects as having made any offer to purchase said vessel, was Israel Thorndike, esquire, of Boston, who proposed, as this defendant believes, to purchase one-half of the hull of said vessel, and pay therefor in sails and rigging for said vessel; which said administratrix, after consulting with her friends in Hallowell, other than this defendant, declined. This, I believe, was in the year eighteen hundred eleven; said ship continued to lie at Bath from the time she was launched till the year eighteen hundred sixteen. During the whole of that period, all necessary attention was bestowed upon said ship, by said Stevens, who continued to own a fourth part of her, as well as by this defendant. During the same year last named, said defendant succeeded in obtaining another offer from said Barker, which was to purchase half of the hull of said vessel, and to pay for which he would furnish rigging and sails; this offer was communicated by this defendant, then being in New York, to said Sarah, who, by advice of her friends, concluded to accept the same. The said sails and rigging were accordingly furnished and put upon said vessel, and she sailed for New York; on her passage thither she was found to leak very much. On arriving at New York said vessel was examined by shipwrights, and found to be rotten and decayed, that they could not caulk her; shipwrights were set to work upon her, who found her defective in her upper works, nearly from stem to stern. Said Barker was then in Albany, a member of the Senate; he returned in about three weeks to said New York. After holding several conversations with him, during a week, this defendant succeeded in obtaining a second offer from said Barker; an offer for the second half of said vessel, of about five thousand dollars.

This defendant advised with Messrs. Hiske & Jenkins, his merchants in New York, and Mr. Slosson, his counsel in that city, who advised him to accept said offer; this defendant then wrote to said administratrix, or to said Bond, to advise with said Stevens, and with her friends, Thomas and John Agry, and to inform this defendant as to their determination. Said offer was accepted; and a bill of sale was made to said Barker, and the consideration was duly paid to this defendant, and by him was duly paid over to said administratrix. And this defendant is well satisfied that said administratrix acted for the best interest of said estate in accepting said offer, the said Barker having, since that time, informed this defendant that said vessel had occasioned an immense loss to him, subsequent to his purchase of the same.

And this defendant wholly denies the unjust and untrue allegation, contained in said complainant's said bill of complaint, that this defendant was grossly and fraudulently negligent in making sale of said vessel, and views the charge as a most ungrateful return for the services so unremittingly rendered by said defendant in attempting to dispose of said vessel, when he was under no obligation so to do, but was prompted to exert himself from his regard for the family of his deceased brother; that this defendant never had an offer of twelve thousand dollars, nor any other sum than what he has stated, within his recollection.

This defendant denies that he admitted within six months, or any other time, to any one, that he took or claimed any portion of said property of said deceased, particularly any part of said brig Emeline, by virtue of said paper purporting to be a will of said John, but that he might have stated to Sylvanus W. Robinson, esquire, (who was sent to him by said Stevens,) that his late brother, John O. Page, made his will just before his death, and gave this defendant his half of said brig Emeline, but whether it would stand law or not, he did not know; this defendant, at that time, not recollecting what had been done with respect to said will, being suddenly called upon after a lapse of twenty-six years; but, on refreshing his recollection, he was immediately afterwards satisfied that said will was not approved, which induced him to make the purchase of half of said brig, as before stated, although the particular circumstances were not in his mind at the time of said application. And he denies that he declared to any one at the time that he ever sold any property of said intestate as his own, or which he did not account for to said administratrix before she closed her administration account of said estate; and he denies that he ever admitted or declared to any one that he sold said brig Emeline for thirteen thousand dollars, the price he sold the same for being eight thousand dollars only, although at that time it was no concern of said administratrix, he having purchased of her all her interest in the same.

This defendant further states, that with respect to the allegation contained in said bill, that he was a man of no property and no visible means prior to the death of said John, is untrue. On the contrary, he states, that the period from May, eighteen hundred six, to July, eighteen hundred ten, was much more favorable for acquiring property by

trade where he was then living, than the next period of four years; that he had, during the former period, acquired, by constant attention to business, and by avoiding all wasteful extravagance, a capital on which he could have done a profitable business on his own account, at the decease of said John, if an opportunity had been offered; but no such opportunity was afforded, and no such extension of business was made by this defendant, within four or five years after the death of said John, as is alleged in said bill.

This defendant further states, that with respect to the allegation contained in said bill of complaint, that it was not until the winter of eighteen hundred thirty-four that said complainant had any cause to suspect that this defendant had been guilty of any fraud or breaches of trust, or that said accounts were false, this defendant says, that said complainant had always, since his intermarriage with said Louisa, in eighteen hundred twenty-eight, ample opportunity to examine into the affairs of said estate; said complainant was familiar with the business of merchandize, and with the subject of merchants' accounts; was frequently at Hallowell, and was and ever had free access to all the papers of said administratrix, his mother-in-law; and that the books of said copartnership were always open to his inspection, if he desired it, and that he was never denied access thereto by this defendant. But this defendant saith, he never heard a whisper or word of complaint from said complainant, until about a year since, when he understood said complainant had been involved in difficulty in business transactions in Boston, and had become a bankrupt in property.

This defendant further states, that Wilmot Wood, esquire, of Wiscasset, became connected in the family of John O. Page, as early as the year eighteen hundred twenty-two, by marriage with his daughter Emeline; that he is a lawyer by profession, and has been, also, somewhat acquainted with the business of merchandize, and has been considerably interested in navigation and owning of vessels, and well understood all parts of said business, and with the business of keeping accounts, and was the son of one of the most intelligent and systematic merchants in the State of Maine. The said Wilmot generally resided at Wiscasset, was frequently at said Hallowell, and passed considerable time there, and was equally interested with said complainant in having a fair settlement of said estate, and in realizing the whole amount thereof; that said John O. Page, son of said intestate, having died intestate, his share of said estate descended equally to the wife of said Wood and the wife of said complainant; and that said administratrix having died in the year eighteen hundred twenty-six, all her estate descended in the same manner to the same persons; that said complainant had always, after his intermarriage, been intimately acquainted with said Wood, and might and would have learned from him the fact if there had been fraud or embezzlement or negligence on the part of this defendant in relation to said estate of said John O. Page. But this defendant saith, that he has never heard from the said Wood the least complaint or dissatisfaction towards this defendant in respect to any

agency this defendant has had in the settlement of said estate, or in the management or appropriation thereof.

This defendant further states, that a demand was made upon him by said complainant, some time in the latter part of November last, of all that was due from him to said estate; but that this defendant owed said estate nothing, and he had no property in his hands then, nor ever had, which he had not duly accounted for to said administratrix.

This defendant further states, that said administratrix lived in said Hallowell, after she had taken administration, as aforesaid, for the period of fifteen years, and fourteen years after said settlement, surrounded by her relations and most intimate friends, very capable of affording her all necessary aid and advice and assistance in the arrangement of her business, and that during her life no complaint or cause of complaint was ever manifested by her towards this defendant.

And this defendant further saith, that with regard to the interrogatories put in said bill of complaint, that said John O. Page did die in foreign parts, to wit, in England, on or about the twenty-eighth of February, eighteen hundred eleven, intestate, seized of a large real and personal estate, as he believes, leaving said Sarah, his widow, and three minor children; that this defendant was left in charge of said store, and all the concerns of said copartnership, as he had had before the said John left the United States; that he was no otherwise interested with other personal property of said intestate than as he has before stated in this answer; that he continued to aid the said Sarah by his advice and assistance, after she took administration upon said estate, as before stated in this answer; but that he did nothing in said premises that was not assented to and ratified by her; that it is out of his power to recollect, at this distance of time, the various payments and disbursements made by this defendant, or received by him, but that all such were entered in his book of accounts, which were always open to the inspection of said administratrix, or to any agent that she might appoint for that purpose; all of which was fully settled and adjusted more than twenty-seven years before the filing of this bill, as before herein stated.

That with respect to said brig Emeline, he duly purchased of said administratrix all the interest of her intestate in the same, and paid for the same as before stated, and afterwards sold the said vessel for eight thousand dollars, as before herein stated; that said John owned one-half of said brig, and no more, at the time of his decease.

That with respect to said copartnership, said defendant has already stated in this answer all the facts in relation to the same; that the said John originally furnished the capital stock, as before stated, which was turned in against the labor and services of this defendant; that the entries in said company books were made, some of them by said John, and were all considered and allowed in said settlement. Said copartnership was formed in the manner, and for the time, and the profits to be divided as is herein before stated in this answer; that the notes enquired about were duly paid and cancelled in the manner herein before stated.

That with respect to the admission of this defendant enquired about, he has no recollection or belief that he ever told any person that there was any property in the hands of this defendant belonging to said estate of said John O. Page, or that he ever had any which had not been accounted and paid for to said administratrix.

That with respect to said ship, called in said bill the Horatio, this defendant has already stated in this answer the facts in relation to the same. And he would add, that he wrote many letters and much correspondence in attempting to dispose of the same with said Barker, which he has preserved.

And this defendant further states, that it is impossible for him, after a lapse of twenty-eight years since the death of said John, and since administration on his estate was granted, to be more minute in stating the disposition of any of said property enquired about.

He had supposed, and does now believe, that every thing in which this defendant had any agency, was finally and fairly adjusted. All, or nearly all, of the faithful and intelligent friends of said administratrix having since deceased, his recollection cannot be aided by theirs; nor can he have the benefit of their testimony to the sanction of this defendant's proceedings, excepting the said John Agry, who was one of those appointed by said administratrix to settle with this defendant.

That with respect to the demand in said bill, that he should render an account of all property belonging to said estate, this defendant saith that he hath no property in his hands whatever belonging to said estate, and has therefore nothing by which he can make up any account, every thing having been fully and fairly, and, as he supposed, finally settled to the entire satisfaction of said administratrix, and her able friends and advisers.

And this defendant denies all the charges and allegations of fraud and fraudulent conduct, or of false representation or misrepresentation, or of negligence, contained in said bill of complaint against him. Without that, any other matter or thing material or necessary for him to answer to, and not herein well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge and belief of this defendant.

All which matters and things this defendant is ready to aver, and maintain, and prove, as this honorable court shall direct; and respectfully prays to be hence dismissed with his reasonable costs and charges in their behalf most wrongfully sustained.

RUFUS K. PAGE.

ALLEN & EMMONS, *Solicitors*.

KENNEBEC, *ss*.

March 23, 1839.

Then the said Rufus K. Page, herein named, made solemn oath to the truth of the facts contained in this answer, signed by him, according to the best of his knowledge, recollection, and belief.

Before me, A. ALDEN,
Justice of the peace.

And on the sixteenth day of September next following, on motion of plaintiff's solicitor, the defendant's plea was set for argument at the next term, and said cause was continued from term to term, to May term A. D. eighteen hundred and forty, at which term, by leave of court granted, the defendant withdraws his plea, and the plaintiff has leave to amend his bill on or before the first Monday of August next, and the defendant to file an answer thereto on or before the next term. And on said first Monday of August, the plaintiff, on motion, has the time for filing his amended bill enlarged to the first day of October next following; and at October term, on motion, the plaintiff has leave to amend his bill on or before the first Monday of December next, following. And on said first Monday of December, A. D. 1840, the plaintiff filed the following amended bill, viz:

To the honorable the justices of the circuit court of the United States holden in and for the district of Maine.

The bill of complaint of George B. Stearns, of the city of Boston, in the county of Suffolk, and State of Massachusetts, gentleman, a citizen of the said State of Massachusetts, as he is administrator of the goods and estate which were of John O. Page, late of Hallowell, in the county of Kennebec, and State of Maine, deceased.

Humbly complaining unto your honors, sheweth, that the said John O. Page was formerly a merchant, doing business in said Hallowell, in the then district of Maine, and on the river Kennebec, largely concerned in trade and shipping, and shipbuilding, and was engaged in an extensive business, in connection with which he had established a warehouse or store, for the purchase and sale of goods, wares, and merchandise, at said Hallowell.

That in the course of the said business the said John O. Page employed Rufus K. Page, of said Hallowell, gentleman, a citizen of said State of Maine, in his service as a clerk and agent in the transaction of much of the same, and in many of his various concerns.

That, in the progress and management of this business, the said Rufus K. Page was entrusted with the principal care of said store, and with the disposal of the goods therein, and a large part of the personal property of said John O. Page, and with sundry of his concerns, and became conversant with the whole state of his affairs.

And that the said John O. Page, some time in the year eighteen hundred and ten, embarked for Europe in one of his vessels, called the Emeline, leaving the said Rufus K. Page in the management of his concerns and the care of said store at Hallowell, and entrusted with the possession and disposition of his valuable effects, notes, accounts, and credits, during his contemplated absence, justly expecting him to render a correct and faithful account thereof on his return to the country, and intending to render him, the said Rufus, a reasonable and proper compensation for his services in the premises. And that thereby, and during that period, in the lifetime of said John O. Page, and in consequence thereof, afterward, he, said Rufus, became possessed of the gen-

eral care and management of the personal property of said John O. Page, situated in the United States, and trustee thereof, for the purposes aforesaid.

That while said John O. Page was abroad in foreign parts, his health became impaired, and he died in London, on or about the twenty-eighth day of February, in the year eighteen hundred and eleven, intestate, and left a widow, viz., Sarah Page, and three minor and infant children, to wit: John O. Page, Emeline Page, and Louisa Page, his heirs at law; and the said Sarah Page was afterwards, in the same year, appointed administratrix, and duly took out letters of administration on the estate of said John O. Page.

That the said Rufus K. Page, at and after the time of the death of the said John O. Page, still continued in the management, and further obtained the possession of large portions of the personal property of the said John O. Page, that is to say, which either had and then were, or which afterwards came into the hands of said Rufus K. Page, or within his control, in consequence and by reason and means of the entrustment aforesaid, and which the said Rufus K. Page unfaithfully and unjustly, without right, contrary to his duty, and in violation of the trust and confidence reposed in him by said John O. Page, in the management and disposition of said property and concerns, converted and appropriated the same, or large parts thereof, to his own private use, profit, and advantage.

That the said Sarah Page was wholly unacquainted with business, and with the business transactions and concerns of her said deceased husband, and was induced to repose entire and implicit confidence in the conduct, intentions, and representations of the said Rufus K. Page, in regard to the management and disposition of the effects and affairs of the estate of the said John O. Page in his hands and control; that the said Rufus still kept the possession, and continued in the management thereof, without altering the course of the same, or bringing the same to any proper close, for the interest and advantage accruing to himself from the same; and did not exhibit and unfold to her the true and actual state of the same, but concealed and disguised from her, the said Sarah, the true state of the affairs and concerns of said deceased, and of his estate, in his, the said Rufus', own hands and control; and did fraudulently and falsely deceive and impose upon her, by certain misstatements and representations respecting the condition of said property, and the situation of certain species and portions thereof, either as belonging to himself, or as having some certain share and proportion thereof, to which he had no such just claim and title; and never rendered any true and correct account of the same.

And the said Rufus K. Page, among other things, set up and pretended that a certain partnership existed between the said John O. Page and himself, for some time previous to and at the decease of said John O. Page, in relation to some portion of the business carried on with the property of said John O. Page, at the said store in Hallowell, concerning which he did not, nor ever did, at any time, disclose to and inform

said Sarah, or any of her friends, or those with whom she advised, of the true terms and conditions, if any such co-partnership or connection in business, as pretended by said Rufus, in fact existed; which business so pretended to have been in partnership, he, the said Rufus, continued to carry on and conduct after, in the same manner as before, the decease of John O. Page, without taking or coming to any true and proper account of the same, or concerning the same; and the said Rufus was, upon his representation of the same, and by his pretence and persuasion, without any actual knowledge or information in respect to the subject on the part of her, the said Sarah, in regard to the truth, terms, and conditions of said pretended partnership, except what was communicated to her by said Rufus, and other than was so set up by him, suffered to go on and continue in the management and disposition of the same as aforesaid.

And your complainant sets forth and charges, that there was never any true and correct representation made by said Rufus K. Page, in regard to the commencement, conditions, and continuance of said pretended co-partnership; that the said Rufus did not produce any evidence of the same, or of any agreement in relation thereto; and that the said Sarah did not distrust, or had it not in her power to disprove the same, and was either without suspicion of any deceit, or was without any adequate means of controverting the claim and discerning the truth; that she was, therefore, obliged to leave the said property, effects, credits, and concerns, in and connected with the management of said store, so entrusted, subject to the control and disposition of said Rufus; that the said Rufus did not, at any time, exhibit to her any account of the final settlement of the concerns of such pretended and supposed co-partnership; and that no true and correct account of the concerns and state of business in said store, and connected with the management thereof, was ever exhibited, so as to show the real circumstances in relation thereto, or to lay a foundation for any just and proper settlement thereof, but the same were studiously and designedly falsified and suppressed.

That the goods and merchandise contained in said store, and the debts and accounts due on account of sales of stock, and of dealings therein, were not inventoried and represented by the said Sarah Page as part of the estate of said John O. Page, by reason of the claim and pretence set up by said Rufus of a right to a portion of said property, beginning in the lifetime of the said John O. Page, and that the same accrued to him entirely as survivor, by virtue of the assumed copartnership; whereas, your orator charges that the said Rufus K. Page had no such right to the property or effects of the said store of goods, and debts accruing therefrom, as he pretended, and that the same ought to have been exhibited and accounted for by him as part of the estate of said John O. Page.

And whereas, the said Rufus K. Page sometimes sets up that, after having been some time employed as a clerk in the store of said John O. Page, it was proposed to him by said John to become a partner with him in the business carried on in said store, of buying and selling

goods, wares, and merchandise, to be conducted as a joint concern, by and under the name of said Rufus, as early as the month of May, eighteen hundred and six, and that it was then agreed by said John, that the stock of goods then in the store, owned by said John, should be turned in towards the capital of said firm, amounting to one thousand and thirteen dollars and thirty-six cents, according to an inventory then taken, together with the additional sum of two thousand dollars more, furnished for the capital stock by the said John, and that the profits of said store, and of the business connected therewith, should be divided in proportion of five-eighths to said John, and three-eighths to said Rufus, as a compensation for all the care and labor of attending to the business of said firm in said store, and out of doors, of the oversight whereof the said John O. Page was to have an equal share; your orator charges that, supposing there were any such sort of agreement or understanding as thus herein set up and pretended on the part of said John O. Page and himself, the same did not constitute any such proper copartnership interest between himself and the said John O. Page, in the property, goods, merchandise effects, and debts of said store, as assumed by said Rufus; but that such agreement and understanding, if any such in fact existed, only imported and provided for a certain mode and species of compensation for the services of said Rufus, to arise out of the successful prosecution and management of said business, to depend on and be determined thereby.

And while the said Rufus K. Page sets up the existence of such a pretended copartnership, he does not produce, nor undertake or offer to produce, any proof or evidence thereof, and, in answer to the requirement for any certain evidence to shew the terms and conditions upon which such alleged copartnership was formed, and the time of its continuance, declares, that there was no agreement in writing respecting the same, and denies that there was any thing in writing touching the same, or any wise tending to contradict his representations of the same. And your orator avers, that there was money or merchandise to the amount of twenty thousand dollars furnished by said John O. Page, from time to time, towards the capital for carrying on the business of said store, as well as any such amount of stock of which an inventory was taken, according to the assertion of said Rufus K. Page, and that the said John O. Page did, by his means and credit, furnish the whole of the capital for carrying on the business of said store, or very nearly the whole; and if any portion of funds or goods was, at any time, or at different times, provided and turned in by said Rufus, the same was comparatively small, and really inconsiderable in character or amount, and only according to his limited means in an ordinary course of traffic.

And your orator further says, that no such copartnership, as pretended to be set up by said Rufus K. Page, was ever known or understood to exist by the community, or any person with whom the said John O. Page and Rufus K. Page had any concerns or dealings; and that there was no sign to indicate any such partnership, or change of any sign,

from the time the business was commenced in said store by said John O. Page.

And whereas the said Rufus K. Page sometimes pretends that, by agreement with said John O. Page, the business of said pretended firm was to be conducted under the name and style of him, the said Rufus K. Page, and that certain books of account were thereupon procured and adopted by said firm, your orator alleges, that the business of said store was in reality carried on and conducted, after the period of said pretended copartnership, in substantially the same manner as before, that is to say, with the means, property, and credit of said John O. Page; and that the same was all his property, concern, and business, except in so far as the said Rufus K. Page might have been entitled to receive thereout, or otherwise, some certain compensation for his services and employment therein; that there was no change in the manner of keeping such books as had been before used in the business of said store, to designate any new formed copartnership, or other than from the mode in which the said Rufus K. Page undertook to make entries therein, from which nothing could be inferred as to the character of the business, different from what had formerly been carried on in said store; and nothing to show any special opening or adoption of the same as copartnership books.

And your orator further alleges, that during the period of said pretended copartnership, the said Rufus K. Page, instead of contributing toward the capital for carrying on the business of said store, any amount of consequence in the lifetime of said John O. Page, did take out of the store, in goods and other matters of value, to the amount of ten thousand dollars, or thereabouts; far more than any amount he could be entitled to, in any shape, for compensation of his services; and he borrowed, besides, in money, and became indebted to said John O. Page in a further amount of about ten thousand dollars, principal money, so lent and furnished, with some portion of the interest due thereon, for which the said Rufus made his promissory notes to the said John O. Page, delivered to him in his lifetime, previous to his departure, for such sums as were then received and due; and such notes and sums were justly due to the estate of said John O. Page at the time of his decease, and ought to have been paid and accounted for accordingly, without connexion or intermixture with the business of said store.

And your orator further shows, that after the decease of said John O. Page, the said Rufus K. Page claimed and received divers large sums of money of the said Sarah Page, as administratrix, some of which were by her charged in her administration accounts, as rendered from time to time; while, at the same time, your orator charges, that said Rufus K. Page was owing to the said estate large sums of money, for which he was accountable, and for which he had not accounted.

And your orator further shows, that the books of account, kept by said Rufus K. Page, in regard to the business of said store and merchandise, were at the time, and have ever since the decease of said John O. Page, and now are, in the custody and control of said Rufus K.

Page; and he has good reason to believe, and does believe, that upon a careful inspection and proper examination of said books of account, it would appear that a large amount of money was due to the estate of said John O. Page, which has never been duly accounted for and paid; and that a large amount of property and effects, belonging to the said John O. Page, and to his estate, was appropriated and converted, by the said Rufus K. Page, unjustfully and wrongfully to his own use. And your orator is advised, that it is material and important to the development and discovery of the truth in relation thereto, that the said books should be produced and exhibited, so that the same may be carefully and fully examined.

And your orator further says, that if a copartnership existed between the said John O. Page and Rufus K. Page, as pretended by said Rufus, the same would have been dissolved by the death of said John O. Page, without some original stipulation and agreement for its further continuance, upon terms clearly and distinctly provided; and that an account ought to have then been taken of the affairs, state, and condition of said pretended copartnership, in order to adjust and ascertain the same, to collect the demands and pay the debts of the same, settle the profit and loss, and see whether there was any thing to be divided, or otherwise disposed of, according to the supposed partnership agreement. But your orator says, that no such accounts were ever in fact taken, nor was there any such account, either at that time, that he knows of, or at any other time ever afterward, pretended to be taken, referring, that is to say, to the period of the death of said John O. Page, and dissolution aforesaid consequent thereon; and that whatever account or accounts may have been afterwards at any time pretended to be made out and exhibited, were entirely incorrect and untrue, in divers important particulars; that they were merely specious in their form, and that they were totally false and fraudulent in their statements and aggregates; that they were calculated and designed to deceive those to whom they should be shown, and to impose their false, spurious, and deceptive statements and exhibits as true, and to mislead and deceive those who were not otherwise well acquainted with the facts, or familiar with the correct forms and principles in respect to such proceedings.

And your orator well avers, that if such true accounts had been duly and properly taken, even upon the grounds of a copartnership, as set up and pretended by said Rufus K. Page, allowing to the said John O. Page, or to his estate, all such sums as he was justly entitled to for his advances, payments, and amounts by him furnished toward the business carried on in said store, and not allowing to said Rufus K. Page claims and charges which either had nothing to do with the same, or were not truly and properly charged or chargeable to such pretended statements of partnership accounts, there would have been justly due to the estate of said John O. Page, at the time of said decease and dissolution, a much greater amount of money than was ever allowed and paid, or pretended to be allowed or paid, by said Rufus K. Page to the administratrix of the said John O. Page, by a difference, as your orator

well believes, from the best means he has of ascertaining and determining the same, of upwards of twenty-five thousand dollars.

And your orator further complains and says, that the said Rufus K. Page never did render or exhibit any just, true, and proper account of the property of said John O. Page in his hands, or of the state of the same, and of his, the said John O. Page's, effects, credits, and concerns, in relation to the business of said store, and in connexion with the said pretended copartnership therein; and that he never did, in particular, give any just and true account of the amount of property and means furnished and put in by said John O. Page into the capital or stock of the business of said store, whether as principal and owner of the same, or as the principal creditor thereof, and thereby entitled to receive credit and payment therefrom, or from the said Rufus K. Page, for the amount so due to him in the first place as aforesaid; but that instead, and under pretence thereof, the said Rufus K. Page exhibited to the said administratrix, certain simulated and false statements and accounts, which the said Rufus K. Page professed and represented to the said administratrix to be in all respects and particulars just and true.

And the said administratrix was led to repose implicit confidence in the statements and declarations, as well as in the conduct and intentions of the said Rufus K. Page, in regard to the management and condition of the affairs of said store, and of the estate of her late husband, in his hands and control; that he practised upon her confidence in the premises, and unduly took advantage of the same to deceive her by his arts and contrivances therein, as well by his concealments of the truth, as by his false statements of the matters in respect thereto; and that the said administratrix was thereby lulled into full reliance on the representations made by the said Rufus, and was without any suspicion or means of ascertaining the truth otherwise in relation to the same, and never came, nor was able to come, to the real knowledge thereof.

And whereas the said Rufus K. Page sometimes pretends that the said accounts, so exhibited to said administratrix, were just and true, and that the same were also exhibited and submitted to other persons, who were the friends of said administratrix, and who were conversant in regard to the same, and competent to determine the correctness thereof; your orator complains and charges contrary, that such other persons were, and could be, no better acquainted with the affairs and business of said store, or pretended copartnership therein, than the said administratrix; that they had no power to ascertain the same, or the truth in regard thereto, than as the same were disclosed and represented to them by the said Rufus; and that they were equally deceived by the false and pretended statements, and fraudulent concealments and practices of said Rufus, and imposed upon by the representations by him made in relation thereto; and that they were particularly influenced by the statements of the said Rufus in relation to the terms of said copartnership, assented to by said administratrix through ignorance and imposition as aforesaid; that there [was] no means with them of correcting the same, and that they were led into a partial, imperfect, and merely formal ap

proval of the statements of said Rufus K. Page, inadvertently, and with undue facility, and without sufficient and proper consideration thereof.

And your orator further complains and sets forth, that the said Rufus K. Page undertook, in a certain pretended settlement which he made of and concerning the affairs of said store, and alleged copartnership therein, to make a certain division or distribution of the assets, effects, and dues of said store or copartnership, in certain proportions, as pretended by him to be according to some original agreement or understanding with said John O. Page, without ascertaining what there was due in the first place from said copartnership for the goods and property thereof, and other liabilities of said store, in the said business connexion; that no such division or distribution ought to have been made, without first discharging all such demands and ascertaining what there was left; and that the said Rufus K. Page could not justly claim any thing more than a certain proportion of the balance or net amount of said copartnership profits, if any, after all such deductions, payments, and losses were first taken out and adjusted; that the said mode of adjustment, adopted and required by said Rufus K. Page, was false and fraudulent, injurious to the interest and estate of said John O. Page.

And your orator further sheweth, that the brig named the Emeline, either in whole or in part, belonged to the said John O. Page, the elder, at the time of his decease, was the property of said John O. Page, and a part of his estate; that, prior to the decease of said John O. Page, the said Rufus K. Page had the management and control of said brig, and directed her voyages, and received her freights and earnings; and that he continued in such management, and the receipt of the freights and earnings of said vessel, after the decease of said John O. Page; and that he never duly and justly accounted with said John O. Page, nor to his legal representative, for the earnings of said brig, received by him as aforesaid; and that he afterwards, on the twenty-seventh day of November, in the year eighteen hundred and fifteen, the said Rufus K. Page sold and disposed of said brig, and converted the whole proceeds thereof to his own use; and that neither the same, nor any part thereof, were ever accounted for among the proceeds of said John O. Page's estate, or rendered any account of to his legal representative, but that the same were wrongfully, fraudulently, and covertly withheld, and appropriated by the said Rufus K. Page, by divers false and deceitful acts and pretences, in violation of the faith and trust reposed in him by the said John O. Page.

And whereas the said Rufus K. Page sometimes sets up and pretends, that the said John O. Page gave his property in the said brig, and his interest in her earnings, to him, the said Rufus K. Page, by virtue of a certain testamentary disposition thereof, purporting to be the will of him, the said John O. Page, your orator charges contrary; that there was in truth no such testamentary disposition or will of the said John O. Page; that, true it is, there was a certain paper, appearing to have been intended as a testamentary disposition of some portion of his,

the said John O. Page's property, found after his decease, by which he proposed to leave to one of his brothers his share of said vessel; that the said paper was not legally attested as a will, and never was approved or operated as such; that there were several brothers of said John O. Page living at his decease, who claimed to have been intended by said provision, and the same was insisted upon by said Rufus K. Page, who was in possession of said vessel, as belonging to him; and he did not pretend, at that time, to have purchased and paid for the same; and did not, for a long time, set up any other right or pretence of title to said property than by virtue of said pretended legacy; but claimed that it ought to belong to him without any payment, although it was not certain it would be allowed him by law.

And again, at other times, the said Rufus K. Page sets up and pretends that he afterwards purchased the half of said brig Emeline, and paid the value thereof to the said administratrix, and that he gave the sum of about three thousand dollars for the same, either in money or by his note, or by some other transaction.

And your orator futher shews, contrary, that, subsequently thereto, and within no long time before the filing of this bill, the said Rufus K. Page has admitted and avowed that he received this property under his brother's will, meaning the testamentary paper before mentioned, and without payment, insisting that it was right for him to do so, although he did not know how it would stand law. And your orator well believes, that the said Rufus K. Page did claim, originally, to hold the said property under the said supposed will, and did insist upon his holding the same, and that, unless it was given up to him, he would proceed to assert his right and set up the said will. And your orator avers and charges, contrary, that there was no lawful will made by the said John O. Page, nor any certainty that there was any intention of said John O. Page to give the said property to said Rufus K. Page, and that there was no testamentary provision of any effect, but that said John O. Page died intestate.

And your orator further shews, that the said Rufus K. Page has, at various times, and to different persons, declared and admitted that he had made sales of property to a large amount belonging to his said brother's estate, of which he received the entire proceeds to his own use; and that he had sold and disposed of said brig Emeline for the sum of thirteen thousand dollars, and appropriated the proceeds thereof to his own use.

And your orator further shews, that, before the death of the said John O. Page, the said Rufus K. Page was without property or pecuniary means, independent of what he derived from his connexion in business with said John O. Page, and was not considered to be a man of any property; and that, after the decease of the said John O. Page, he entered largely into business with the property so derived from, and properly belonging to, the estate of said John O. Page, and the proceeds of property so obtained and appropriated; and the said Rufus K. Page has made and received large profits and interest arising from the

same, and out of and upon the same, which he ought to have accounted for and paid over as part of said estate, but which he has fraudulently appropriated to his own use.

And your orator further sets forth, that from the nature of said transactions, and from the lapse of time, and, moreovor, from the means employed by said Rufus K. Page to elude and avoid a full investigation and understanding thereof, your orator does not possess complete and ample information in regard to the disposition and appropriation of all the property, and the just proceeds thereof, in the hands of said Rufus K. Page; but, from the best means of information and opportunities he has had for enquiry and examination, he has reason to believe, and does believe and avers, that other amounts were appropriated and converted by said Rufus K. Page to his own use, in violation of the trust and confidence so reposed in him, whereby the estate of the said John O. Page was wrongfully and fraudulently diminished, and those interested therein, and entitled thereto, injured and defrauded.

And your orator further sets forth, that the said Sarah Page, who was the widow and administratrix of said John O. Page, was not, in her lifetime, able to understand and ascertain the truth of the transactions concerning the property and affairs of her said intestate, in the hands and management of said Rufus K. Page, nor to obtain any correct account or explanation thereof; but the same were rendered by him so complicated and confused, and were so falsified and disguised, and she was so much deceived and imposed upon by the arts, practices, and pretences of said Rufus K. Page in the premises, and in the reliance which she ignorantly or necessarily placed in his representations, that she was without any real knowledge or information, and either without suspicion, or without the means of discovery and remedy in regard to the fraudulent misappropriation of the property of the said John O. Page, and the same was studiously and deceitfully concealed, and kept secret from her during her lifetime as aforesaid.

And your orator further shows, that said Sarah Page died in the year eighteen hundred twenty-six, without having fully administered and brought the affairs of said estate to a close, in respect to the premises, and for the reasons set forth; and your orator intermarried with the said Louisa Page, one of the daughters of said John O. Page, on the twenty-eighth of October, in the year eighteen hundred twenty-eight; that the said Louisa became of the age of twenty-one years in the month of April, in the year eighteen hundred thirty, and not before; and that your orator was appointed administrator of the goods and estate of said John O. Page not before administered upon, on the thirty-first day of May, in the year eighteen hundred thirty-four; that the letters of administration upon said estate were so taken out for the purpose of prosecuting certain claims under the treaty of the United States with France, providing for the indemnity of certain claims for losses and spoliations by the French government, such claims existing on the part of said estate.

And your orator further shows, that afterwards, in the year eighteen

hundred thirty-four, he obtained, from the probate court of the county of Kennebec, copies of the inventory of property belonging to the estate of said John O. Page, and also of the accounts of said administratrix; that previously thereto your orator had no knowledge, information, or suspicion, that the estate of said John O. Page had not been duly exhibited, and fully accounted for. That, upon examining said papers and accounts, your orator first discovered that there was a considerable amount of the property of said estate that had not been rendered in and included in the inventory and accounts of the settlement of said estate, and which had not been administered by the said Sarah in her lifetime; that in pursuing the inquiry, into which he was led by his duty to learn what had become of the property of said estate, not included in said inventory and accounts, he gradually obtained information by various means; afforded, in the first place, by the state of those papers, and, secondly, from sundry other sources, and conversations with persons now living or deceased, which produced the persuasion and firm belief that there was much of said property in the hands and possession of said Rufus K. Page, which has not been exhibited or accounted for by him. That he continued his researches after coming to this conclusion, and prosecuted the same with as much diligence as he could, as his business permitted, and as opportunities presented or were found; that he spent much time in gathering further means of information from persons residing in different parts of the United States, who had been conversant with, or concerned in, the affairs of said estate, or the transactions of said Rufus K. Page in connection therewith, and the course of business which he carried on in relation thereto, both before, and more especially after, the decease of said John O. Page. That, in the course of these inquiries, he was obliged, or had occasion, to visit different States of the Union, and to travel into remote parts of some of those States, to obtain access to papers, accounts, and means of information in the possession of various individuals; that the due prosecution of such inquiries necessarily required and consumed much time, and was attended with considerable pains and trouble, in order to ascertain facts with sufficient certainty, and proper and probable grounds of ability to substantiate the same, so as to lay the just foundation for the present bill of complaint.

And your orator further sets forth, that before undertaking to file the present bill of complaint against this defendant, or taking counsel for the preparation of the same, he did call upon him on account of the subject thereof, and notify to him the claim which your orator believed to exist against him in relation to the premises, and did communicate with him concerning the same, and did solicit an examination and adjustment of the matters set forth. And your orator did, for this purpose particularly, employ Sylvanus W. Robinson, esquire, attorney and counsellor at law, to make a call upon said Rufus K. Page in person, for the purpose of making certain formal demands upon him for property or money which had been received or retained by him out of the estate of his late brother, the said John O. Page; and that said Rufus,

being inquired of by said Robinson, did admit that there was in his hands some property of the said John O. Page, and which belonged to his said brother's estate, which he had appropriated; and in reference to the claim of one-half of the proceeds of the brig Emeline, he said he did have that property, and sold the brig, and received the avails of her; and further said, that he considered the half of the Emeline to belong to him as a present from his brother; that his brother gave it to him by a will made just before his death; that he did not know how it would stand law, but he considered it was his brother's intention to give it to him as a reward for services rendered, and he had accordingly retained the avails; but that it had always been his intentions, whenever he should make a distribution of his property, to secure that fund for the benefit of the plaintiff's children and those of Mr. Wood, meaning Wilmot Wood, esquire, who married another daughter of said John O. Page.

And your orator further shows, that at one time the said Rufus K. Page showed to the said Wood several letters which he had received from his brother, the said John O. Page, to impress the said Wood with the idea that such a partnership as he had pretended had really existed, but without producing any belief of the existence of any such supposed fact in the mind of said Wood. And the said Rufus K. Page, at or about the same time, professed a willingness to submit the whole matter to some disinterested person or persons, to examine and act as should be decided to be right and just; and a proposal was accordingly made by said Wood to said Rufus K. Page to that effect, but the proposition was afterward declined by said Rufus K. Page, and refused to be carried into effect.

And your orator further shows, that on the twenty-first day of November, in the year eighteen hundred thirty-eight, he demanded of the said Rufus K. Page whatever was due, or should be so, upon a fair settlement between said Rufus K. Page and the estate of the said John O. Page, the elder, going back to the time of the decease of said John O. Page, and making an examination of all accounts then subsisting between the said Rufus K. Page and the estate of said John O. Page, and of all transactions between said Rufus K. Page and the administratrix on said estate, according to equity and good conscience; with all which your orator had well hoped the said Rufus K. Page would have complied.

And your orator further says, that how far the said Sarah Page was in the knowledge and possession of all the information in respect to the premises that has come to his knowledge, he is not able to say, on account of her decease before he had any reason or opportunity to ascertain the same; that he well believes she had not any perfect and adequate knowledge of the same, or means of perfectly ascertaining the same; and that, so far as she had a certain portion of the same means of information which he has had therein, that she was not well acquainted with business, and that she neither did nor could well and thoroughly understand the accounts exhibited by the said Rufus K.

Page; that the same were deeply and designedly involved by him beyond the means of being detected without a skilful and careful scrutiny; and that your orator, being more acquainted with accounts, and becoming possessed of further important information, from the avowal and confession of the said Rufus K. Page, as well as from other evidence of the falsity of said accounts, and of facts in relation thereto, has been enabled to ascertain what was concealed from said Sarah concerning the premises.

All which actings, doings, and pretences, are contrary to equity and good conscience, and tend to the manifest injury of your orator in the premises; and as he is without remedy at and by the strict rules of the common law, and can only have adequate relief in a court of equity, wherein matters of this kind are cognizable and relievable: To the end, therefore, that the said Rufus K. Page may full, true, and perfect answer make to the premises, as though the particulars thereof were repeated, and the said Page thereunto distinctly interrogated, and in particular that he should state what his original notes to the said John O. Page were given for, and whether the same were ever paid or given up to him; and if so, when, how; and to state all the circumstances; and whether the same are in his possession, or what has become thereof; and whether there were any writings or papers of any kind signed by said John O. Page, and relating to the business of said store, or alleged copartnership therein, and showing the terms thereof, or the time the same was to continue; and to produce and exhibit all the books, papers, and accounts of every description, concerning or connected with the business of said store or such copartnership, and all accounts, statements, and papers, concerning any real or alleged settlement of the same, or the matters thereof, with the said Sarah Page as administratrix; and how he adjusted and settled any balance, or pretended balance thereof, with said administratrix; and to exhibit any final account or statement of such adjustment; and how any such balance was settled and paid; whether by note or in money; and how much in or by each; and that he may further state whether he did not set up and insist upon a claim to the half of the brig Emeline, under a supposed will or testament of said John O. Page; and whether the same was presented and offered for probate, and if so, when, and by whom; and whether it was ever approved; and to exhibit the same, if in his possession, or state what has become thereof; and whether he ever gave up his demand under the said will, and when he ceased to set up any claim under the same; and on what stipulations, compromise, or agreement, he finally, if ever, gave up the same; and if he says that he ever paid for the same, to show when, how, to whom, and whether he ever gave any note therefor, and if he actually paid the same in money; and to exhibit and produce all notes which he has taken up from said administratrix, or state what has become of the same.

And your orator herein further refers to his former bill of complaint, to which this is filed, under leave of court, as an amendment, and repeats all the charges and allegations therein contained, so far as they

are not varied and extended, or limited and restrained, or specially directed by the form of the present amended bill; and refers to and repeats all and particular the interrogatories therein contained, in order that the defendant may answer the same as fully and precisely as though they were herein recited; and whether the former answers thereto given were true; and that he may further state, in particular, whether the property put into the store, in the lifetime of said John O. Page, was not the property of said John O. Page; whether the said defendant did not continue to trade upon said capital for some time after the decease of said John O. Page, and before any inventory was taken; and how long, and when, and how the same was closed and adjusted; and whether he received large sums of money of said Sarah, and when, and on what account; and when, and how, if ever, he discovered or ascertained that his statements to said Robinson were not correct.

And that your orator may obtain the testimony of John Agry, esquire, a witness advanced in life, in relation to facts and circumstances in relation to the premises, which he well believes to be of great importance, and prays that the said Agry's deposition may be duly taken.

And that the said Rufus K. Page may be holden and stand charged, as a trustee in the premises, to render an account to your orator of all and every the matters and things herein contained, and of all and every part of the property which belonged to the said John O. Page, the elder, at the time of his decease, and of all the property which ever came to the hands, possession, and control of said Rufus K. Page, as trustee for the heirs and representatives of said John O. Page, the elder, or to the hands, possession, or control of the said Rufus K. Page, or subject to his direction as trustee as aforesaid; and that he shall stand chargeable, as such trustee, with all that may be justly due on a full and fair settlement between said Rufus K. Page and the estate of said John O. Page, going back into the lifetime of said John O. Page, and to the time of his decease, and so continuing and comprehending subsequent transactions and concerns growing and accruing out of the premises, whereby he became trustee of the said property, and liable for the management, fruits, and profits of the same, for the interest and benefit of the heirs and representatives of said John O. Page, deceased, with interest on all sums so due from said Rufus K. Page, as such trustee, in keeping, using, and enjoying the benefit of the same, whether acting with good or bad faith in the premises, allowing all such payments, deductions, offsets, and charges as may be just and proper therein, and adjusting the same in all respects according to equity and good conscience; and that your orator may have such further, other, and general relief in the premises, as the nature and circumstances of the case may require, and unto your honors may seem meet therein.

GEORGE B. STEARNS,
Administrator de bonis non to estate of J. O. Page, deceased.

SPRAGUE & GRAY,
C. S. DAVEIS, } *Solicitors.*

And afterwards, the following answer, with the endorsement thereon, viz:

"Received of F. Allen, esq., as filed rule day March, at Augusta.
C. S. DAVEIS."

Is filed in said cause, to wit:

CIRCUIT COURT OF THE UNITED STATES,
Maine district:

GEORGE B. STEARNS, administrator of the goods and estate of JOHN O. PAGE, late deceased, not administered upon, plaintiff in equity,
vs.
RUFUS K. PAGE.

The answer to said plaintiff's bill of complaint, as amended and filed on the first Monday of December, eighteen hundred forty.

And now the said Rufus K. Page, as to so much of said plaintiff's bill of complaint as amended, or to so much thereof as he is advised is material or necessary for him to make answer to, he, this defendant, answereth and saith: reserving to himself now, and at all times hereafter, all manner of benefit and advantage of exception to the manifold uncertainties and imperfections in the said plaintiff's bill of complaint, that he believes it to be true that said John O. Page did die in London, in the Kingdom of Great Britain, on or about the twenty-eighth of February, A. D. eighteen hundred eleven, leaving a widow, Sarah Page, and three minor children, viz: John O., Emeline, and Louisa Page, all of whom are named in said plaintiff's bill; that he died intestate, said children being his heirs at law; that he was seized at the time of his decease of a large real and personal estate. That said Sarah Page was appointed administratrix of his goods and estate by the Judge of Probate for the county of Kennebec, in the month of May or June, eighteen hundred eleven.

And this defendant further answering, saith, that said John O. Page for some years prior to the year eighteen hundred six, was engaged in mercantile pursuits in said Hallowell, where he resided and had a store of goods, and was engaged in navigation and shipbuilding; that this defendant, for some years prior to the year eighteen hundred six, was by said John employed as a clerk in his said store, and became acquainted with the business of merchandise generally, and particularly as carried on and conducted by said John; that as the business of the said John became extended in amount, and in variety and importance, his health became impaired, and that it became impracticable for him personally to attend to the business of said store, and other subjects connected therewith. From the above causes, and probably from other motives of a friendly character, operating upon the mind of said John, he, in the month of May, eighteen hundred and six, proposed to this defendant to enter into a copartnership with him in the business of said store, so far as related to the buying and selling of goods, and of all the

business ordinarily transacted therein. That he, the said John, would turn in and invest in said copartnership, so to be formed, the goods then on hand, of which an account should be taken, and that he would add thereto the sum of two thousand dollars to form a capital stock to commence with; that the business of said store, and the style of said company, should be in the name of "Rufus K. Page," which name was thereafter to be the representative of said firm. That said copartnership should continue without any special limitation as to time, and that the profits and loss of said firm should be divided in the following protions, viz: five-eighths parts to said John, and three-eighths to said defendant; that said defendant should personally superintend said store in all its details of buying and selling, and business connected therewith, but that the said John should at all times exercise such oversight and pay such attention to the general concerns of said company as his leisure and convenience would admit, equally with this defendant. To all these propositions this defendant agreed; and a copartnership was formed between the said John and this defendant, upon the basis of the foregoing propositions. And the name of "Rufus K. Page" was placed over the door of the store in large capitals, in the month of May, eighteen hundred six, and so continued until the death of said John, as the name and representative of said copartnership.

This defendant further states, that there was no written agreement subsisting between him and the said John, nor ever was, but merely verbal; that an invoice of the goods in said store was thereupon taken and appraised at the sum of one thousand and thirteen dollars thirty-six cents. And the said John soon afterwards advanced to said firm the further sum of two thousand dollars, as originally agreed on, to form a capital stock to commence with; both which sums were entered to the credit of said John in the books of said company. It was also originally agreed, by and between said copartners, that when either party turned in goods or advanced money to said firm, that he should be credited therewith in the books of said company, unless a note should be given for the same. And when money or goods should be taken from said store by either party, he was to be charged therewith in said books, unless a note should be given by him.

And this defendant further answering saith, that said copartnership being thus formed, in May, eighteen hundred six, this defendant thereupon took charge of said store as a copartner with said John, and gave to said business his unremitting labor and attention from that time until the death of said John in February, eighteen hundred eleven, which event terminated said copartnership.

This defendant further states, that this period was one marked with peculiar prosperity in trade and mercantile pursuits generally, and was one which enabled said copartnership to realize large profits. The said John, during the same time, continued to extend his business out of said store. He was largely interested and president of a bank in said Hallowell, was largely interested in a bank and insurance office at Wiscasset, and became engaged still further in shipbuilding and as an

owner of vessels. It was during this period that said John and this defendant, and Caleb Stevens, a merchant of Pittston, now deceased, jointly built and owned the vessel, called the Emeline, named in plaintiff's bill; the said John owning one-half, the said defendant one-fourth part, and the said Stevens one-fourth part; the said John engaged in building, jointly with the said Stevens, a large ship, called in the plaintiff's original bill the Horatio—said John owning three-fourths, and said Stevens one-fourth part; said ship was on the stocks when said John last departed from the United States.

This defendant further states, that while the business of said store became extended, and also the business of said John out of said store became enlarged, his health became more enfeebled. So that in the month of July, eighteen hundred [and] ten, said John concluded to go to Europe, mainly for the purpose of regaining his health. He embarked from Bath, in this State, for Liverpool, in England, in said brig Emeline, owned as hereinbefore stated, and never returned to the United States. He, the said John, remained in England, or in Europe, until the twenty-eighth of February, eighteen hundred [and] eleven, at which time he died.

This defendant further states, that besides attending to the business of said store, he devoted much care and attention to the business of said John out of said store, before his final departure from Bath, in consequence of his declining health, and also after that time; which care and labor was much increased after said John had finally left the United States, the whole care of the business of said store devolving on this defendant, and the principal part of his business out of the store in this vicinity, after his said departure. While absent, the said John occasionally wrote to said defendant, as one absent copartner would write to another, both in relation to the business of said store, and in relation to his business out of it; which letters the said defendant proposes to exhibit to the court on a trial of the plaintiff's bill. No settlement had ever taken place between the said John and this defendant during said copartnership prior to his departure. The original capital stock of said firm had been frequently turned during that period, and frequently replenished, sometimes by one of said copartners, and sometimes by the other, for which credit was always given. Large sums of money and large amounts of goods were also taken by said John during the same time, for which he was regularly charged in the books of said company; in some instances, (though not generally,) the entries were made by said John personally, and in his own handwriting; and at all times the said John had the privilege, and frequently exercised it, of examining said store and the books of said company. During the same period this defendant gave sundry notes to said John for goods and money received by him, and also for the purpose of equalizing the ownership of the capital stock in the proportions before stated, all which notes given by this defendant were taken by said John and not left in said store, but remained with his wife, the said Sarah, and were kept by her until settled, as is hereinafter stated.

This defendant further states, that in April, eighteen hundred eleven, information was received in Hallowell of the death of said John; and an instrument was transmitted from London to Hallowell, he presumes, to said Sarah Page, but not to this defendant, purporting to be a last will of said John O. Page. Said instrument is not in the possession of this defendant, but is now on file in the probate office for the county of Kennebec, where defendant found the same since the commencement of plaintiff's bill; said instrument was imperfectly drawn and apparently in haste, upon the eve of his dissolution; it contained a clause, among other things, devising his interest in said brig Emeline to his brother, which defendant had reasons for believing was intended for this defendant; in said instrument Thomas Bond, esquire, and this defendant were named by said John his administrators; the said instrument was never presented by this defendant for probate, but he supposes it was presented by said Bond merely to discharge his supposed duty; it being attested by two witnesses only, it could not be expected by him that it would be approved as the last will of said John, and it was not. And this defendant never claimed to hold the part of said brig Emeline by virtue of said will.

The said defendant further saith, that the said Sarah Page was, on the thirty-first day of May, in the year eighteen hundred eleven, duly appointed administratrix of the goods and estate of said John; and on the same day gave her bond to the judge of probate for said county to return a true inventory of the goods and estate of said John, and for her faithful administration of said estate; in which bond Nathaniel Dummer, esquire, her father-in-law, and the said Thomas Bond, her brother-in-law, were her sureties, and said Sarah duly took upon herself that trust.

And this defendant says, that it appears by the records of said probate court, that said Sarah did, as administratrix aforesaid, on the sixteenth of July, eighteen hundred eleven, return an inventory of the estate of said John, the personal estate in which is appraised at sixty-three thousand nine hundred fourteen dollars eighty-nine cents; and this defendant believes, that said inventory, together with the accounts which she subsequently rendered to said probate court, contained all the property and estate belonging to said John at the time of his decease.

This defendant further states, that immediately on being informed of the death of said John, he caused a true account to be taken of all the goods on hand in said store, which were of the value of two thousand nine hundred thirty-seven dollars fifty-five cents, which he placed in the hands of said Bond, who was the attorney of said Sarah, and her able, faithful, and constant adviser through the whole course of her administration.

This defendant denies that he was ever the trustee of said John, or said Sarah, or of her children, in any other sense than as a copartner of said John, or that he had any property of said John in his hands, excepting such as appertained to said copartnership, although he continued after the death of said John, as [he] had done before, to render

all the aid and assistance in his power to the said Sarah in managing and settling said estate, and in conducting it to her children's best advantage; that, in relation to the discovery of said estate, and in relation to the manner of disposing of the same, the said Sarah constantly relied on the aid of her said father-in-law, the said Dummer, who had long resided in Hallowell, was a merchant and shipholder, and most intimately acquainted with the business of said John. She was also constantly aided by the legal knowledge and care of the said Bond, both of whom, besides being closely connected with her by the relationship of marriage, were her sureties in her bond of administration, and therefore personally interested in having said estate justly settled and legally distributed among the creditors and heirs at law.

This defendant further states, that said Sarah presented and settled her first account of her administration on the twenty-fifth of August, eighteen hundred twelve; her second account on the twelfth of October, eighteen hundred thirteen; and her last and final account on the thirty-first of October, eighteen hundred fifteen; that all of said accounts were made by Chandler Robbins, esquire, then of Hallowell, an intimate friend of said John, and of said Sarah, after his decease, aided by all such information as could be given him by said Dummer, and by said Bond, and by this defendant, so far as any information was required, which was truly given; that said Robbins was then the register of said probate court, and was well qualified to perform the duty assigned him by said Sarah.

The said defendant further states, that in the inventory returned by said Sarah, is contained a large amount of notes of hand, as given by this defendant, amounting at the time, including the interest on the same, to between ten thousand and eleven thousand dollars, as belonging to her intestate.

That in her said first account of administration, she charges herself with cash balance of store account received of said Rufus K. Page, to the amount of eight thousand one hundred six dollars and five cents; that in her second account of administration, rendered October twelfth, eighteen hundred thirteen, she charges as follows: "five-eighths parts of the amount collected by Rufus K. Page on notes and accounts due to the late firm of John O. Page and Rufus K. Page, the same being the deceased's right in said company of John O. Page and Rufus K. Page, three thousand four hundred seventy dollars sixty-three cents." And in the same account the said administratrix charges herself, viz: "for the following notes of hand, and judgments and executions, received of Rufus K. Page, of the division of notes, &c., belonging to said company, the same being the proportion of said deceased in said concern, including the interest in the same to July, eighteen hundred thirteen," making four thousand five hundred forty-four dollars thirty-five cents; this account, together with the others rendered by said administratrix, were duly sworn to by her, and duly allowed by the judge of probate.

And this defendant states, that the foregoing entries, thus made in

her administration account, so soon after the decease of said John, drawn up by her accountant, the said Robbins, under the inspection of her counsel, the said Bond, and of her father-in-law, the said Dummer, and sworn to by her, furnishes the most unequivocal proof, not only of the existence of said copartnership, but also of the proportions which each of said copartners was entitled to share; that, although the said administratrix might not be fully acquainted with the minute details of said business of said store, this defendant has the most unqualified belief that she was well informed by her husband of the existence of said copartnership, and of the proportions which her said husband and this defendant were respectively to share and own.

And this defendant further states, that he refers to said accounts, not for the purpose of overhauling or re-examining the same, but mainly for the purpose of shewing the distinct recognition, by said administratrix, of the existence of said copartnership, and of the general terms of it at that early period.

And this defendant states, that although she, the said Sarah, continued to live in said Hallowell until the year eighteen hundred twenty-six, neither she, nor any one else, to this defendant's knowledge, ever intimated a doubt of the same, with the exception of this plaintiff.

And this defendant further states, that a large amount of property, named in said account as received by said administratrix of this defendant, was, as this defendant believes, delivered over to her, or to her attorney, the said Bond, at or prior to the settlement made in February, eighteen hundred twelve; although, after a lapse of twenty-nine years, it is impossible for him to recollect the particular time and circumstances.

This defendant states, as in his former answer, that when the said John last left the United States, the debit side of said company's books against said John was about twenty-six thousand dollars, and the amount credited to him therein was about twenty-four thousand dollars, which books had been constantly open to his inspection up to the time when he left the United States.

And this defendant further states, that no settlement having been made between said John and this defendant, in his lifetime, and this defendant having made large disbursements for said John before, and especially after, he left the United States, and particularly in building the ship called the Horatio, which was of the burthen of four hundred and eighty tons, he, as well as said administratrix, was desirous of effecting such settlement.

Whereupon, this defendant states that said administratrix, with the advice of said Bond, and this defendant, in the month of February, eighteen hundred and twelve, agreed upon and appointed the said Chandler Robbins and John Agry, esquire, of Hallowell, a merchant and shipholder, to finally adjust and settle all claims between the said administratrix and this defendant, including the business of said copartnership, and all other claims between said parties. That said Robbins and Agry accepted said trust, and duly attended to that business

in the month of February, eighteen hundred twelve. The said administratrix, by her counsel, the said Bond, and this defendant, appeared before them, and submitted all their respective claims, which were duly considered and acted upon by said referees. That this defendant laid before said referees a statement in writing, of all such items of debt and credit within his knowledge, which was duly examined by said Bond and by said referees. That said referees, after giving the whole subject a thorough examination, on the twelfth of February, eighteen hundred twelve, found a balance, so far as the accounts and charges were concerned, of eight thousand one hundred six dollars five cents, in favor of this defendant, which balance they applied to the payment of sundry notes, held by said administratrix against this defendant, so far as it would go, leaving still a balance due on this defendant's notes, of three thousand eight hundred seventy dollars fifty cents; said referees made known to said parties the result, for which sum this defendant gave his note to said administratrix, in her said capacity, which note was written and attested by said Robbins, and signed by this defendant, and delivered to said administratrix, and which was afterwards fully paid by said defendant, and he has the same now in his possession.

And this defendant says, that he has not seen the said statement of accounts laid before said referees, since that time, but he presumes that said Bond, who was habitually careful of papers committed to him, delivered the same to said Sarah, and that said plaintiff, if he is not already possessed of the same, may find it among the papers of said Sarah. This defendant kept no copy or transcript thereof, nor can he now, after the lapse of twenty-nine years, specify the items. But he does state that, according to the best of his recollection and belief, said settlement embraced all accounts and claims subsisting between the said defendant and the said intestate, either as copartners or otherwise; and all accounts and claims between said defendant and said administratrix, up to that time, of every kind. That he believes that the settlement made by said referees was just and true, and that it was perfectly satisfactory to said administratrix and her counsel; that he never heard a word of complaint or dissatisfaction from said Sarah or said Bond afterwards, respecting the same. The said defendant has not preserved the notes which were taken up by him at that time, it having been his general practice to destroy his notes when he has taken them up. The said Bond, and said Dummer, and the said Robbins, have deceased prior to the filing of this bill, and prior to this defendant hearing any complaint on the part of this plaintiff.

This defendant relies upon said settlement thus formally made, the general nature of which he believes is recollected by said Agry, (the only survivor concerned in it, and whose testimony said plaintiff desires to have taken,) as a bar to all claims, accounts, and demands on the part of said intestate existing prior to that time. This defendant also relies upon the statute of limitations of Massachusetts, passed on the thirteenth day of February, in the year seventeen hundred eighty-seven, entitled "An act for the limitation of personal actions, and for

avoiding suits at law," and the acts passed as additional thereto, as a bar to this bill, so far as relates to all demands prior to that time. And this defendant also relies upon the statute of limitations of this State, passed on the nineteenth day of March, in the year eighteen hundred twenty-one, and entitled "An act for the limitations of actions, real and personal, and of writs of error," and especially upon the seventh section thereof, as a bar to so much of said bill of said plaintiff as relates to all demands subsisting prior to the time of said settlement in the same manner as though said statute had been specially pleaded and set forth to said bill.

And said defendant further states, that he is willing to produce the said books of account, required in said bill, in court, if the court shall order the same; but as they are voluminous and though justly and truly, not systematically kept, according to modern usage with skilful merchants, he denies the right of said plaintiff to require the same, and submits the question of his obligation to do so, to the consideration of the court; this defendant not believing that any examination of said books of account can shed so much, and so just and true a light upon the respective claims of said parties, as was furnished to said referees at the time of said examination and settlement herein before stated.

This defendant further answering says, that he utterly denies all the allegations contained in said bill, or in the same as amended; that said defendant ever misrepresented, or misstated, or falsified, or rendered obscure or deceptive, the said accounts, or any accounts or transactions between him and said intestate, or between him and said administratrix, or that he ever withheld a particle of property belonging to said intestate, or charged said estate with any thing not justly due to this defendant. On the contrary, he believes said settlement was just and true, and could furnish no just cause of complaint to said plaintiff.

And this defendant further answering says, that the foregoing large sums being introduced into the administration account of said Sarah, and she having charged herself with the same, and having settled her final account of administration, the said plaintiff's wife has had the full benefit of the same in the final decree of distribution.

And this defendant utterly denies that any division of the profits of said store was made without first allowing and crediting the said John with the whole capital stock at all times turned into said store by him. That every sum thus invested by said John was either entered to the credit of said John, in the books of the company, or settled at the time by a note given by this defendant to said John, and retained by him, and came to the hands of said Sarah as administratrix. That this subject and this distinction was well understood by said Bond, and by said referees, at the time of said settlement, and the same rule was applied to both of said copartners, and ample, and complete, and exact justice was done as well to the said estate of said John, as to this defendant.

And this defendant further answering says, that as to said brig Emeline, as he has before stated, the said John O. Page was never the

owner of but one-half of said vessel, one-fourth part being owned by Caleb Stephens, and one-fourth part by this defendant. That said brig made but two voyages prior to the last war with Great Britain, in the year eighteen hundred twelve, one of which was from Bath to Liverpool, when the said John took passage in her, and one from Liverpool to Savannah, and back to said Liverpool, both of which were made prior to the death of said John, and under his immediate and sole direction. That said brig returned from said Liverpool to Bath after the decease of said John, and laid at said Bath until the peace took place with Great Britain in the year eighteen hundred fifteen.

And the said defendant says, that all the freight and earnings of said brig in the above voyages were paid to the said John in his lifetime, and no part ever came to said defendant, until the general settlement, and then his fourth part only was allowed to him.

And this defendant further answering says, that as to the half of said brig Emeline, owned by said John, he refers to his former answer, and denies that said John was ever the owner of any thing more than one-half of said vessel. And this defendant says, that it appears by the inventory returned by said Sarah, and now on file in the probate court for the county of Kennebec, that *the half* of the brig Emeline is included therein, and valued at the sum of three thousand dollars, which this defendant avers was the full value thereof. That said Sarah, as administratrix aforesaid, always stood charged with the same in her accounts of administration, and finally settled the same, with said half of said vessel standing to the credit of said estate; and that the heirs at law of said John have received the full benefit of the same, equally divided among them, according to the final decree of the judge of probate.

This defendant, having stated in his former answer that said administratrix, wishing to sell said half of said vessel, did sell the same to this defendant, and gave him a bill of sale therefor on the nineteenth of October, eighteen hundred eleven, for the sum of three thousand dollars, now relies upon the same.

And this defendant says, that said administratrix, having duly accounted for said intestate's interest in said vessel, and distributed the same to the heirs at law of said intestate, he utterly denies the right of this plaintiff, in his capacity of administrator de bonis non of said John O. Page, to make any claim or demand upon this defendant as to said intestate's half part of said vessel called the Emeline, or in any manner to interrogate him respecting the amount, time, or manner of payment of the same. But this defendant does deny every allegation of fraud or deception, alleged in said bill to have been practised by this defendant upon the said Sarah. He also denies, although it is no concern of this plaintiff, that he ever sold said brig for thirteen thousand dollars, but on the contrary alleges, that, after keeping said vessel from the time of said purchase, during the whole period of the ensuing war, lying idle, and making repairs upon her, sold the whole of her in the fall of the year eighteen hundred fifteen, in Baltimore, for eight thousand dollars, in bills of the banks of that city, at that time at a great discount.

And this defendant, further answering, denies that he ever admitted to Sylvanus W. Robinson that he ever received said John's half part of said brig by virtue of his will; but being suddenly called on, after a lapse of twenty-seven years, and not recollecting what was done with said will, he might have said to said Robinson that said John made a will by which he believed said John intended to give this defendant his half part of said brig, but whether said will was approved or not, this defendant did not then recollect. That, however, the moment after, and when this defendant had refreshed his recollection, he was satisfied that said will had not been approved, and soon after that time saw said will in the office of the judge of probate, where it now is, not approved. And this defendant denies that he ever told said Robinson that in consequence of receiving said half of said brig by said will, that he should give property to the children of said Stearns, or of said Wood. But did say to said Robinson, that, as said Stearns had become a bankrupt, it was the intention of this defendant to assist in educating his children; and that, if ever this defendant made a will, it was his intention to leave them something for that purpose, if he (this defendant) prospered in business, and this from respect to his deceased brother, the said John, and from regard to said Stearns' wife and children.

That this defendant never named nor referred to said Wood's children in any conversation with said Robinson, in reference to any disposition which this defendant might make of his property. And this defendant says that he did take one of said Stearns' children, viz., John O. P. Stearns, and did send him to Providence, where he resided a number of months at the expense of this defendant.

And this defendant denies that he ever claimed to be the owner of said John's half of said brig, until he purchased the same of said Sarah by the bill of sale before referred to.

And this defendant denies that he ever insisted on holding said intestate's half of said brig under said will, or that he ever threatened that, unless said half was given to him, he would proceed to assert his right under said will, or that he ever intimated any such design or intention.

And this defendant denies that he was without property until the death of said John, as alleged in said bill. On the contrary, he states that the period from May, eighteen hundred six, until the said John left the United States, was very favorable for mercantile pursuits, and particularly so to this defendant, who, in the manner before stated, carried on an extensive trade in their store, at a time when merchants and stores in said Hallowell were few, and the profits much larger than they have been since.

That this defendant, by unremitting labor, care, and attention, with strict economy in his expenditures, (he being then a single man,) had accumulated a very respectable property and capital of his own.

That it is not true that said defendant suddenly expanded his business after the death of said John. On the contrary, such were the embarrassments in mercantile business during the period of the non-inter-

course laws, and of the war which followed, that this defendant did not extend his business during that period.

And this defendant denies that he ever stated to any one that he had made sale of property belonging to said intestate which he had appropriated to his own use. On the contrary, he affirms that he has never appropriated one particle of property belonging to said intestate to his own use.

This defendant admits that Sarah Page died in the year eighteen hundred twenty-six, but not that she left any business in her administration unfinished, so far as concerned this defendant. On the contrary, she had settled her final account of administration in the year eighteen hundred fifteen; that Wilmot Wood, esquire, of Wiscasset, was married to said Emeline in the year eighteen hundred twenty-two, and that said plaintiff was married to said Louisa in eighteen hundred twenty-eight, and that he took out letters of administration de bonis non May thirty-first, eighteen hundred thirty-*three*, and not May thirty-first, eighteen hundred thirty-*four*, as plaintiff has alleged in said bill.

And this defendant says, that said plaintiff has not, after all his examination and research into the papers of said intestate, or his administratrix, and after all his travels from State to State, and his numerous conversations which he states in said bill that he has held relative to this defendant, been able to find a single item or particle of property belonging to said intestate withheld by him, or unjustly appropriated by this defendant to his own use.

And this defendant further answering saith, that it is impossible for him to state what formed the several considerations of the several notes given by him to said John O. Page, after a lapse of over thirty years, but he believes that some of them were given for property turned in to the copartnership by said John, (when he was not credited therewith on the books of said company,) and others may have been given by this defendant for money or goods received from the said firm. But he avers that every one of said notes was paid in full to said administratrix at or before the time of said settlement, and a new note given by this defendant, as before herein stated, for the balance of those and all demands in favor of said intestate against this defendant.

And said plaintiff having stated in said bill that he had procured copies of the said inventory and of all the accounts of administration settled by said administratrix, this defendant requires him to produce the same, and also a copy of the inventory by her returned, not for the purpose of opening any accounts between this defendant and said administratrix, or of overhauling the same, but in order to show that said administratrix has duly inventoried said intestate's half of said brig Emeline, and accounted therefor, and distributed the same to the heirs at law, of whom plaintiff's wife is one; and also for the purpose of shewing her express recognition in her said accounts, under her oath, of the existence of said copartnership, and the terms thereof, so far as regards the respective interests of said copartners; and for the purpose of shewing the amount which said administratrix has therein charged herself as received of this

defendant, as her intestate's share out of said copartnership effects; and for the purpose of shewing that she duly administered and distributed the same according to law, and that said plaintiff, in behalf of his wife, has received his full share, viz: a moiety, (after deducting the widow's share) of that identical property which in this bill he alleges has been wrongfully withheld from him by said defendant.

This defendant further states, that he believes said Stearns now has the account rendered by him to said referees, because said Stearns alleges in this bill, (page nineteen,) that said accounts were "deeply and designedly involved beyond the means of being detected, without a skilful and careful scrutiny," that said plaintiff, being more acquainted, and skilful, and careful, &c., discovered errors, plainly implying that he has said accounts, but in which he has not specified one particle of error.

And as to the interrogatories in said bill, this defendant says, that as before stated he cannot state particularly the several considerations of the notes given by him to said John O. Page, further than he has before herein stated; that said notes were partly paid by counter claims which this defendant had against said intestate, all of which were laid before said referees, and considered by them; and for the balance, he gave said administratrix the note before described for three thousand four hundred seventy-two dollars sixty-three cents; and that he has not said notes now in his possession, but presumes he destroyed them, as was his usual practice when he took up his notes. That no written articles or agreement was ever made in reference to said copartnership; there was no limitation as to time; the proportions were five-eighths to said John, and three-eighths to this defendant.

Defendant further states, that he never did insist on claiming said brig by virtue of said will; nor did he ever offer the same for probate; nor make, or offer to make, any stipulation or compromise for withholding it. That said instrument is not in his possession, nor ever was, but has seen it on file in the probate office since this bill was commenced, and presumes it is there still.

This defendant denies the right of said plaintiff, for the reasons hereinbefore set forth, in his character of administrator de bonis non, &c., to interrogate him in any respect as to the terms of said purchase of said half of said brig Emeline of said Sarah Page, she having inventoried and duly accounted for the same, and said plaintiff not claiming as her administrator, and not being so.

This defendant refers to his former answer to said plaintiff's original bill, and now states that he believes said answer to be true in all material respects.

This defendant says, that the first investment in said store was made by said John, as before stated; the subsequent investments were made sometimes by the said John, and at others by this defendant; the whole of which were adjusted at the time of said settlement, and each party allowed his just and true share.

This defendant did continue to transact business in the same store

after the death of said John, as before stated; but as soon as he heard of his death, he caused an account to be taken of all the goods on hand, and the same were appraised at their true value, and an account of the same was duly exhibited to said administratrix, who, with her counsel, the said Bond, was perfectly satisfied therewith; and that a just division of all the copartnership debts and effects was also made, at or before said settlement, and said intestate's share duly received by said administratrix.

And to the interrogatory, whether this defendant did not receive large sums of money of said Sarah, this defendant, denying and protesting against plaintiff's right to put the same, this defendant denies that he ever received one cent from her which he did (not) legally and truly account to her for.

That this defendant, as to the interrogatory, when, &c., he discovered that his statements to said S. W. Robinson were incorrect, protesting against the right of this plaintiff to put any such interrogatory, but if bound to answer, says that, after a lapse of twenty-seven years, and being called on suddenly, he may have referred to said instrument called a will, and to his brother's intention of giving his interest in said brig to this defendant; but, as this defendant has before stated, that as soon as he had time to retrace in his memory the facts which had taken place about twenty-seven years then past, (without being able to say precisely how soon,) he became satisfied that said will never took effect, and that he afterwards obtained said intestate's interest by purchase, as before stated.

And this defendant utterly denies all the various charges made by said plaintiff in his said bill as originally made, or as multiplied and repeated and reiterated in said bill as amended, of fraud, deception, and misrepresentation, and all other wrongs as done and committed by this defendant; all which he considers as a most wanton aspersion upon this defendant's character, and in support of which the said plaintiff has not referred to one particle of truth, and which this defendant fully knows and believes has no existence except in plaintiff's own unkind, ungenerous disposition towards this defendant, and in his own wicked imagination. Without that, any other matter or thing material or necessary for him to answer, and not herein well and truly and sufficiently answered to, confessed or avoided, traversed or denied, is true to the knowledge or belief of this defendant.

All which things this defendant is ready to aver and maintain and prove as this honorable court shall direct, and respectfully prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained. RUFUS K. PAGE.

KENNEBEC, *ss:*

February 11, 1841. Then personally appeared the above named Rufus K. Page, and made oath to the truth of the above answer by him signed.

S. K. GILMAN, *Justice of the Peace*.

And at May term, (4th day of term,) A. D. 1841, on motion of counsel for plaintiff, the court order that plaintiff have leave to file exceptions to the answer of defendant to the bill as amended, at any time before the first day of June, eighteen hundred forty-one. And that, if no exceptions are filed before that time, the general replication is to be filed, and if exceptions are filed they are to be transmitted to the judge and heard at chambers.

And on the seventh day of June the following exceptions are filed, viz:

CIRCUIT COURT OF THE UNITED STATES,

Maine district:

May term, 1841.

In the case between George B. Stearns, plaintiff in equity, against Rufus K. Page, defendant.

Exceptions taken by the said plaintiff to the answer put in by the defendant to the plaintiff's bill of complaint.

First exception. For that the said defendant hath not answered and set forth, according to the best and utmost of his knowledge, remembrance, information, and belief, whether he continued the same business of the alleged copartnership concern, and carried the same on in the same way after the death of said John O. Page, and how long afterward; and to what period he continued to transact and carry on the same business in said store; or when the same, so far as the interest and estate of said John O. Page were concerned, ceased.

Second exception. For that the said defendant has not answered and set forth, as aforesaid, whether he rendered or exhibited to said administratrix a just, true, and full account of the business and concerns of said alleged copartnership, (but only of certain goods or stock on hand at the death of said John O. Page, and speaks of certain statements, claims, and accounts in relation thereto, submitted to certain persons complicated with other concerns.)

Third exception. For that the said defendant has not answered and set forth, as aforesaid, or exhibited any just, full, and true account of his dealings and concerns with the said John O. Page, including the business of said store at the time of his death.

Fourth exception. For that the said defendant has not answered and set forth, as aforesaid, and exhibited any account of the freight and earnings of said brig Emeline during his management of said vessel or any part thereof.

Fifth exception. For that the said defendant has not answered and set forth, as aforesaid, whether and how he paid, or pretends to have paid, the said administratrix for the alleged purchase of one-half of said brig Emeline.

Sixth exception. For that the said defendant has not answered and set forth, as aforesaid, how or when he paid the said note for three thou-

sand eight hundred seventy dollars fifty cents, mentioned in his said answer as having been fully paid, and being now in his possession.

Seventh exception. For that the said defendant has not answered and set forth, as aforesaid, whether and how or when he paid said not[e], mentioned in said answer, for three thousand four hundred seventy-two dollars sixty-three cents, given for the balance of what he says was found due to said administratrix.

Eighth exception. (Omitted, after motion made as below; defendant's counsel having voluntarily consented to amend and strike out the part complained of.)

In all which respects and particulars the said complainant humbly insists, that the said defendant's answer is altogether evasive, imperfect, and insufficient, as well as being also scandalous and impertinent. Wherefore the said complainant doth except thereto, and prays that the said defendant may be required to amend the same, and to put in a full, sufficient, and proper answer.

P. SPRAGUE, and
C. S. & E. H. DAVEIS,
Solicitors.

The complainant's counsel also pray that the said answer may be duly referred for examination, as to the matter of said eighth exception, for scandal and impertinence, as above set forth.

SPRAGUE & DAVEIS,
Solicitors.

And on the ninth day of August, in the same year, the following affidavit is filed by plaintiff's solicitor, viz:

CIRCUIT COURT OF THE UNITED STATES,
District of Maine, ss:

GEORGE B. STEARNS, in equity, as adm'r,
vs.
RUFUS K. PAGE.

I, George B. Stearns, complainant in the above cause, on oath do depose and say, that in the month of May, in the year eighteen hundred forty-one, while on a visit at the house of Wilmot Wood, esquire, in Wiscasset, a bundle of letters was handed to this affiant, most of which appeared on examination to be letters from various persons to John O. Page, deceased, addressed to him while he was resident in England; that among said letters this affiant discovered a memorandum in the handwriting of said John O. Page, which purported to contain the terms of some arrangement theretofore made and agreed upon by and between said John O. Page and Rufus K. Page, in regard to conducting certain business in Hallowell; that in and by said paper it appears that said John O. Page was to contribute the sum of two thousand dollars in addition to the stock then contained in the store in Hallowell, theretofore occupied by said John O. Page, and to make no charge for the rent of said store, or the wharf used with and adjoining said store; that said

Rufus K. Page was to [have] received one third part of the net profits of said business, and to charge no further or other sum for his services.

And upon the same paper there appears an account between John O. Page and said store, in and by which said store is charged with sundry merchandise and cash, amounting to between the sums of fourteen and fifteen thousand dollars.

And this affiant further states, that this memorandum was folded up in a letter contained in said bundle, addressed by Benjamin Vaughan to some person or persons in England, introducing said John O. Page to such person or persons.

And this affiant further states, that in the same month of May, for the first time, this affiant was informed by S. W. Robinson, esquire, that a certain letter or memorandum had been found among the papers of Mr. Henry Page, deceased, which was in the handwriting of Thomas Bond, being the same Thomas Bond mentioned in the defendant's answer in the above cause, stating that Rufus K. Page had retained property belonging to the estate of John O. Page, which in honor and justice the said Rufus K. Page ought to return to the heirs of the said John O. Page; immediately thereupon, either in the same month of May, or early in June, this affiant mentioned this communication to C. S. Daveis, esquire, his counsel in this cause, and by his direction application was made to the son of said Henry Page, deceased, for said paper, or for a statement of what had become of the same, and the contents thereof. The son of said Henry Page informed this affiant that such a memorandum had been found, and had been delivered by the widow of said Henry, deceased, to Rufus K. Page, at some time during the past year. That the son of said Henry, deceased, gave to this affiant a note in writing, containing the above information.

And this affiant further states, that prior to the delivery of said bundle of letters to this affiant, and to the communication of said Robinson herein before stated, this affiant had no knowledge of the existence of either of said papers, and had no cause to believe that they did exist. And he sets forth these facts as the grounds upon which a motion has been made by his counsel for leave to amend his said bill, as he is advised that the discovery of said papers presents grounds for amendment, and requires some further statements in his said bill, and some further interrogatories to the said defendant.

The papers referred to in this affidavit are in the possession of C. S. Daveis, esquire, and this affiant states the contents thereof from his recollection, which he believes to be correct.

GEO. B. STEARNS.

UNITED STATES OF AMERICA,
District of Mass., ss.

July 26, 1841.

Subscribed and sworn to before me, Geo. T. Curtis, commissioner, circuit court United States, Massachusetts district.

And on motion of plaintiff's solicitor leave is granted until the first

day of October then next, to amend his said second bill, and the following amendments thereto are made on said day, viz:

Amendment A.

And this complainant further, by way of amendment to said bill, says, that true it is, from the means of information which he now has, he is led to infer and believe, that there was in fact some certain agreement made between the said John O. Page and the defendant, relating to the business of said store at Hallowell, by the conditions of which the said John O. Page (besides the stock of goods which he first furnished) was further to supply the said store with two thousand dollars in cash, free of interest, and to charge no rent for wharf or store, and to receive two-thirds of the profits arising from said business, and the said defendant the other third, without any charge, other than as aforesaid, to be made for his services; and such compensation, the complainant alleges, was to be in lieu of any other charge for his services, and was to be a full compensation for his services, for all his services whatever.

And this complainant well admits and says, that the same satisfactorily appears by a certain memorandum or written statement of agreement, in the handwriting of said John O. Page, deceased, bearing date in his lifetime, April twenty-sixth, eighteen hundred six, which further contained charges to said store of an amount of fourteen thousand six hundred eighty-seven dollars fifty-nine cents, for cash supplied and advanced, and goods purchased and furnished for said store, by said John O. Page, to the fifteenth of April, eighteen hundred seven, and contained credits of cash amounting to the sum of, viz: two thousand two hundred fourteen dollars eighty-three cents; and such was the state of memorandum in writing made by said John O. Page at the end, as well as first above mentioned at the beginning, of a year after said business commenced.

And this complainant well admits and avows, that the existence of the above mentioned memorandum, and of the matter therein particularly contained, was unknown to him, until lately, viz: in the month of May last, after the adjournment of this court, when he first discovered and found the same among a number of papers in a package or bundle then first delivered to him, consisting chiefly of letters which were addressed to said John O. Page while residing abroad in England; and this complainant believes that the said memorandum in writing was kept and carried by said John O. Page with him to England, and carefully preserved by him until his death; and this complainant has no doubt, that the same was true; and was intended by said John O. Page to be preserved as a memorandum of said agreement; and your orator hereunto annexes a copy thereof, marked *A a*.

And this complainant herewith exhibits and presents the same original writing, in order that the defendant may look at the same, and see whether it is not in the handwriting of said John O. Page, and whether he does not recognise the same, and the truth thereof; and whether

from seeing and considering the same his memory is not further refreshed, so that upon further reflection and recollection, he is not satisfied that the statement therein is correct and true, or whether he can now deny the same to be correct and true; and that he may in particular say whether he was to receive any more, or greater proportion, than one-third of the profits of said store, and that the same should be in lieu of all or all other charges for his services. And that he may answer thereto as though more particularly interrogated, and say whether he ever before saw said paper, and if so, in the hands of said John O. Page, or of whom; and whether he does not believe the same to have been truly made by him, the said John O. Page; and whether there was ever any other memorandum or writing in relation to said agreement, made by him with said John O. Page, to the defendant's knowledge, or any thing to show any other or different terms of agreement therefrom.

And this complainant further in fact alleges, that all the business of said store was actually carried on and conducted for some time after the death of said John O. Page, and also after the intelligence of his death, by the said defendant in the same way as before, to wit, until some time in the following year or more; and prays that the said defendant may be required to state how long, and until what period, and when the same was actually determined, and up to what period he ever exhibited or rendered any account of said alleged copartnership business and concerns.

A a.—Referred to in amendment A.

Conditions of an agreement made between John Odlin Page and Rufus King Page, viz.

The said J. O. Page is to supply the store with two thousand dollars cash, free of interest, and to charge no rent for wharf or store, and to receive two-thirds of the profits arising from the business, and the said Rufus K. Page the other third, no charge to be made for services.

Store to John O. Page, DR.

1806.		
April 26	To cash advanced to carry to Boston	$2,000 00
April 26	To sundry goods on hand, per invoice	1,013 36
June 9	To 15 puncheons rum, per invoice schooner K. B.'s cargo, 1,646 gallons, *a* 80 cents	1,316 80
	To 4 hogsheads molasses, 402 gallons, *a* 40 cents	160 80
		4,490 96
	To 1 cask vinegar	18 00
July 24	To amount of goods purchased in Boston, and 8 hogsheads molasses	1,594 58
July 28	To 3 hogsheads of rum, 297 [gallons] 80 cents	237 60
July 28	To sundries, credit on book	20 00
Aug. 26	Paid James Andrews for box tumblers	55 25
Aug. 26	Paid John Judkins	5 02
Sept. 9	To 2 hogsheads rum, 214 gallons, *a* 72 cents, one of which from P. & B.	154 08
Oct. 10	To amount goods purchased in Boston, per sundry bills	5,176 73
Oct. 10	Paid truckage	1 50
Oct. 10	To 25 hogsheads salt, purchased by W. H. Page	112 50
Nov. 15	To 11 puncheons rum, 1 puncheon shrubs, and 3 casks molasses, per bill	1,159 50
Dec. 16	To 3 hogsheads molasses and 1 cask nails, from J. Munson	158 25
1807.		
April 15	To cash to carry to Boston	1,316 00
April 15	Nathaniel Kent's note, paid to Stanton & Spelman, Nov. 1806	187 62
		14,687 59
May 14	To cash remitted to Stetson & Spelman	200 00
June 26	To 2 puncheons rum sent by Munson, 119 gallons, 4th proof, 70 cents	171 90

Contra. CR.

1806.		
July 28	By cash received from store	652 00
Sept. 2	By cash received from store	283 00
Sept. 22	By cash received from store	363 74
Sept. 24	By cash received from store	117 93
Nov. 8	By cash received from store	798 16
		2,214 83

Amendment B.

And the complainant further says, that the said defendant could only be justly entitled to one-third part of the nett profits of the business of said store and wharf, after payment and discharge of all debts and liabilities therefor; and alleges that no account was ever taken and rendered of the same, and of the debts, credits, and liabilities of said concern. And further says, that the administrator of said estate was entitled to have an account of the same, and all things relating thereto, as well after as before the death of the said John O. Page, so as to enable such administrator to determine whether to claim an account of what was due to the estate of said John O. Page at his death or afterwards, so long as the business of said store and wharf should have been under-

taken to be carried on as a partnership interest by said defendant; and that said defendant was not entitled to any portions of said alleged partnership property, until it was fully ascertained and determined whether there were any such profits, upon a true settlement and adjustment of all such partnership concerns. But instead thereof, as the complainant alleges, the said defendant undertook to claim and take out to himself three-eighth parts of all the said pretended partnership property, goods, effects, and credits, without rendering or taking any such accounts; and on a certain settlement thereof, pretended to have been made, as set up by him, he claims a large balance as having existed in his favor, viz: the sum of eight thousand one hundred six dollars five cents; whereas the complainant charges, that all such alleged and pretended balance was the other way; and that the said defendant was truly indebted to the estate of said John O. Page in more than said amount of eight thousand one hundred six dollars five cents, on such account, besides what was due upon his own notes to said John O. Page as aforesaid.

And the complainant further says, that the said notes were never paid by said defendant to said John O. Page in his lifetime, nor to his administratrix in the manner the defendant pretends, but that the same, or the principal part thereof, still remain due; and that any settlement or pretended settlement of said concern, as set up by said defendant through the intervention of such third persons as he names, viz: the said Chandler Robbins and John Agry, was made by them under mistake of the state of facts and circumstances relating to the business of such alleged partnership. And that such mistake was entirely occasioned by the misrepresentations of the defendant in the premises, as well in respect to the fact, as to the terms and conditions of such copartnership, if any such in fact existed.

And this complainant says, that the agreement between said John O. Page and this defendant did not constitute a proper partnership, but only provided a certain compensation for the services of said defendant as the agent of said John O. Page in said business; and further says, that if the same did amount to a copartnership, the terms and conditions thereof were so misrepresented by the defendant at that period to said third persons, as well as to said administratrix, that they were thereby wholly misled and deceived in their estimates, judgment, and result.

And this complainant further says, that such third persons, viz: the said Robbins and Agry, never were in fact satisfied of the correctness of any such statements and accounts, and were only induced to assent to the same under the continued operation of such misrepresentations and mistake, after the defendant had in like manner, and under such operation and influence, obtained the apparent consent of said administratrix thereto.

And this complainant further says, that the defendant received various other sums of money, goods, merchandise, and means of the said John O. Page, which are alleged by him, the said defendant, to have

been laid out and expended by him in the business of said John O. Page, after as well as before his death, (besides the business of said wharf and store,) and particularly about the building of the ship Horatio, mentioned in the original bill and answer. And prays that the defendant may be required to render a full and true account of all such sums of money, means, and merchandise, by him received on account of said John O. Page, or of his estate after his death, and by the defendant undertaken to be expended and appropriated as aforesaid.

Amendment C.

And this complainant further charges and says, that it is not true, as set up and pretended by said defendant, that the matters of account between him and said John O. Page, or the estate of said John O. Page, were all justly passed upon and correctly settled, and in particular that the said Thomas Bond, esquire, who was the attorney and friend of said administratrix, was well satisfied with the doings of the defendant in respect to the premises, or that the said Bond never expressed any dissatisfaction therewith, to the knowledge of said defendant; but, on the contrary, this defendant has good reason to believe, and accordingly alleges, that the said Bond, who he well admits to have been an upright, just, and faithful counsellor and attorney, was dissatisfied with the dealings and doings of said defendant, and his management in the premises; and that the said Bond did, in his lifetime, declare and express his dissatisfaction therewith, and his opinion and belief that the said Rufus K. Page had actually retained, and held in his hands, property which he ought in right and justice to return, and account for to the heirs of said John O. Page.

And this complainant further says, that he is well informed, and believes, that there was some letter, writing, or statement made by said Bond, to the effect as aforesaid, which paper so written was addressed, or delivered to, and found among the papers of William Henry Page, late of said Hallowell, deceased, expressing the dissatisfaction, opinion, and belief of said Bond, as before stated; and he further says, that the said paper writing has been at some time, not long since, at the request of the defendant of some one of the surviving family of said William H. Page, delivered to him, the defendant.

And this complainant well believes that the same is now in the possession of said defendant, if it still exists.

And this complainant further says, that he has never seen the same, or any copy or writing purporting to be a copy thereof; and, therefore, cannot state the exact contents and import of the same; but, from such information as this complainant has received respecting the same, on which he relies, he is given to understand that the matter thereof, among other things, related to a certain vessel, which the said complainant believes to have been the Emeline, and so charges and alleges that it contained something touching said vessel, showing that it was the belief of said Bond that the property in said vessel, being one-half belonging to the estate of said John O. Page, should in right, justice, and conscience, be

surrendered and given up to said administratrix, or to the heirs of said John O. Page.

And this complainant prays, that the defendant may be further required to answer the foregoing, and particularly whether he does not know of the said paper writing, and whether he did not request and receive the same from the widow, or some one of the family of said William H. Page, deceased, after his death, and how long since, and when; and whether the same has not been seen and read by him, and well remembered; and to produce the same, if still in his possession and power, or otherwise state when he last saw the same, and what has become thereof, and why it cannot now be produced. And if he states that the same has been lost or destroyed, to relate the occasion and circumstances of such loss or destruction, and to state the true import, purport, and terms thereof, according to his best remembrance, knowledge, and belief.

And this complainant alleges that the said defendant never did pay for the said one-half of the brig Emeline, alleged to have been purchased of the said administratrix, and that the said defendant does not now in truth pretend ever to have actually paid for the same, and avoids saying whether in fact he did so pay or not; and the complainant prays that the defendant may be required to state, and answer distinctly, whether he did ever actually and truly pay for the purchase of one-half of said brig Emeline, and when, and how.

And at October term, A. D. 1841, on motion, defendant is allowed to the rule day in December to file his answer to the plaintiff's amended bill. And at said rules the following papers are filed, viz:

CIRCUIT COURT OF THE UNITED STATES:

GEORGE B. STEARNS, administrator de bonis non of the goods and estate of John O. Page, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answer of said defendant to said plaintiff's bill, as last amended, to wit, on the first day of October, eighteen hundred forty-one.

And now the said Rufus K. Page, as to so much of said bill as relates to said copartnership, or as is stated in said plaintiff's last amendment marked A, and as to so much as this defendant is advised is material for him to make answer to, says, for answer thereto, that he has read and carefully examined the writing referred to in said amendment, purporting to be in the handwriting of said John O. Page, but not signed either by said John O. Page or by this defendant. And this defendant now says, that he never saw said writing before the second day of December, eighteen hundred forty-one, or heard of the existence of such a writing prior to the twentieth of September, eighteen hundred forty-one; that no such writing was ever shown to him by said John, nor was it ever stated to him by said John that he had made any such.

This defendant further states, that he believes that so far as said memorandum purports to exhibit *and* account of debt and credit, (being for a short period only,) it is substantially correct, and is in conformity with the books of account used by said copartners, and is not variant from any thing stated by this defendant in his former answer. And as to so much of said writing as describes the proportions in which the profits of said copartnership were to be divided between them, this defendant believes it to be incorrect, and not to have been founded upon any agreement made between said John and this defendant. That according to the best of the knowledge, recollection, and belief of this defendant, the said profits and ownership of said stock of said copartnership were to be as he has stated in his former answer, to wit, five-eighth parts to belong to said John, and three-eighth parts to belong to this defendant, and not to be divided in the ratio of two-thirds parts to said John, and one-third part to said defendant.

And this defendant, further answering, says, that he believes said memorandum referred to, marked A, is in the handwriting of said John O. Page. But at what time it was written, and on what occasion, and for what purpose, he knows not, nor has he any means of knowing, or grounds of belief, nor does he know where the same was kept or left by said John, nor where the same was found, or by whom retained. Said paper is not considered by this defendant as one of any importance as affecting the rights of any one.

And this defendant does state most explicitly, that said paper, marked A, was not, nor any similar paper was, ever shown to this defendant by said John, nor any intimation made by him, the said John, that he had ever made any such writing.

And this defendant objects to said memorandum being used in this case as evidence, as being wholly incompetent, it not being signed, or in any way assented to by this defendant. Neither is it true that any proposition was ever made to this defendant by said John to divide the profits of said copartnership in the proportions named in said agreement, viz: two-thirds to said John, and one-third to said defendant. But the agreement, and the only agreement, in this respect made by the said John and this defendant, was a verbal one, viz: to divide the profits in the proportions of five-eighth parts to said John, and three-eighth parts to this defendant. And this defendant believes that such was the understanding of said John at the time of the commencement of said copartnership, and so continued through the whole course of it, until the death of said John. And that the belief of this defendant in this respect is in no degree impaired or weakened by any thing apparent upon the loose memorandum marked A, or by any circumstance connected therewith. And said three-eighth parts was to be in full for defendant's services in said store, but not for his services out of the same, and aside from said copartnership.

And this defendant, further answering, says, as in his former answer, that, immediately on hearing of the death of said John, that he caused an account to be taken of all the goods in said store, and of the part-

nership effects and property, which he afterwards placed in the hands of Thomas Bond, esquire, as the attorney of said administratrix, (Sarah Page,) then, and ever afterwards, her confidential friend and legal adviser

And this defendant further says, that, according to the best of his knowledge, recollection and belief, the business of said store was not carried on after this defendant heard of the death of said John as a copartnership, or on joint account, any further than it was necessary for him to do so in order to wind up and bring said business of said copartnership to a close; and of this fact this defendant is certain. That the object of this defendant was to make a final settlement between himself and said administratrix, of all said copartnership accounts and dealings, as early as practicable; and at the time of said reference to said Robbins and said Agry, on the twelfth of January, eighteen hundred twelve, all accounts of the effects, property, gains and effects, debts and credits, growing out of said copartnership, and also all accounts and demands between said defendant and said intestate, up to the time of said reference, were laid before said referees, and that said referees fully considered and decided upon the same.

And this defendant further says, that he duly paid over to said administratrix the full share, viz: five-eighth parts of all the partnership effects, including cash, the proceeds of debts collected on notes or accounts, or otherwise; and also of all judgments, executions, and other securities, and every kind of property, belonging to said intestate, to the full and entire satisfaction of said administratrix; that said administratrix has acknowledged the receipt of, and charged herself in, her first account of administration settled in the probate court, with the sum of eight thousand one hundred six dollars three cents, as cash balance of store account received of this defendant. And in her second account thus settled, October twelfth, eighteen hundred thirteen, she has charged herself five-eighth parts of the amount collected by this defendant on notes and accounts due the late firm of John O. Page and Rufus K. Page, the sum of three thousand four hundred seventy-two dollars sixty-three cents. And in the same account she has charged herself with five-eighths of sundry notes of hand, and judgments and executions recovered by this defendant, being her intestate share, to the amount of four thousand five hundred forty-four dollars thirty-five cents, received of this defendant in the division of said copartnership effects. And this defendant refers to said accounts, not for the purpose of overhauling or opening the same, but as a recognition by her of said copartnership, and of the proportions belonging to each copartner.

And this defendant says, that he fully paid and delivered over to said administratrix, or to said Bond, as her attorney, every particle of property of every kind belonging, or in any way appertaining, to said intestate; and he presumes, though he knows not the fact with certainty, that she duly accounted for the same.

And this defendant further answering says, that it is impossible for him to recollect, after the lapse of about thirty years, the precise form

in which the various accounts and dealings between himself and late copartner were exhibited to said referees, or the manner in which the debit and credit between himself and said administratrix were stated, having kept no copies of the same, and not having seen any of said papers since said reference, and knows not what has become of them, but supposes they were taken charge of by said Bond, as the attorney of said administratrix.

And this defendant further answering says, that he was, by the original agreement made between him and said John, entitled to three-eighths of the profits of said copartnership; that said agreement was intended, by said John and by this defendant, to be a copartnership, and that was so in fact; and neither the said John, or said administratrix, ever supposed it to be otherwise. This defendant justly paid for three-eighths of the capital stock belonging to said firm, and that he thereby became entitled and the owner of three-eighth parts of the stock of said copartnership, and of the same proportion of all said copartnership effects, (including and allowing for all profits and loss,) at the time of the dissolution of the same, after deducting and allowing and providing for all debts and demands due from said copartnership.

And said defendant denies all the charges in said bill as amended; that said referees were misled by any representations of said defendant, or that they were not furnished with all the means in the power of this defendant, to enable them to settle justly the claims of the parties submitted to them. And this defendant states, that he fully believes that they arrived at a conclusion which was just and true; and that by their award ample justice was done to said estate of said intestate. That the balance in favor of this defendant was, as this defendant believes, correctly found, and ought not to be, after a lapse of near thirty years, again overhauled.

And this defendant further answering says, that so much of said plaintiff's bill, as amended in B. 2, as relates to requiring an account of money by him expended on the ship Horatio, that said business and said accounts were fully and finally settled and adjusted by said referees, so far as relates to all money or other effects received by this defendant of said intestate, or of said administratrix, on account of said intestate; and he now avers, that he fully appropriated every particle of money, goods, or effects received of either of them, to the purpose designed by them; that the whole subject of all said receipts by said defendant, and of his disbursements in building said ship, were fully and finally closed; and that it is now impracticable, as it would be unreasonable, for him to be called upon to render a new account.

And this defendant further answering says, that in his last answer filed (defendant believes) on first Monday of March, eighteen hundred forty-one, in describing (a second time) the note given by him to said administratrix at the conclusion of said reference, which was written and attested by said Robbins, he made a clerical and inadvertent mistake in the figures, as follows: instead of "three thousand four hundred seventy-two dollars sixty-three cents," it ought to have been "three thousand eight hundred seventy dollars fifty cents," no such

note as the former having been before described in said answer, but one of the latter amount had been, and was by this defendant intended to have been expressed, and none other.

And the said defendant further answering says, that as to said note given by this defendant, to said administratrix, for three thousand eight hundred seventy dollars fifty cents, at the termination of said reference, (written and attested by said Chandler Robbins, being the balance found due by this defendant by said referees, and given by this defendant to carry into effect and execute said award made by said referees.)

This defendant says, that he has said note now in his possession, and will produce the same at said trial; that he finds that said note is labelled on the back of it in the handwriting of said Thomas Bond; that the first endorsement on said note is dated July fifteenth, eighteen hundred thirteen, for three hundred thirty-five dollars fifty-seven cents, is in the handwriting of said Bond; that the second endorsement on said note is dated August twentieth, eighteen hundred thirteen, is for seven hundred fifty-six dollars twenty cents, and purports to be for the amount of a note taken up by this defendant against said Sarah Page, payable to the late Doctor Benjamin Page, father of this defendant. That the third endorsement on said note is dated January fifteenth, eighteen hundred fifteen, and is for one thousand three hundred sixty-nine dollars thirty-eight cents, and is in the handwriting of said Bond. That the fourth endorsement on said note is dated February first, eighteen hundred fifteen, and is for sixty dollars, and purports to be for taxes paid to J. W. Page, collector. And this defendant says that all said payments were actually made by him according to the tenor of said endorsements. That the balance of said note, this defendant says, was actually and in good faith paid by him to said administratrix, at the full sum expressed in said note, without any discount whatever. That he is unable to state, after a lapse of over twenty-five years, the precise time when he paid it, or the manner of payment, but according to the best knowledge, recollection, and belief of this defendant, he paid her, the said administratrix, the whole balance of said note in cash, in the year eighteen hundred fifteen or eighteen hundred sixteen.

This defendant had made large disbursements for said Sarah prior to the time of payment of said note; but whether any portion of said disbursements were set off against part of said note, this defendant cannot recollect; but he is absolutely certain that he fully paid the full amount of said note to said administratrix, without any discount or reduction.

RUFUS K. PAGE.

KENNEBEC, *ss.*

December 2d, 1841. Personally appeared the above named Rufus K. Page, and made oath to the truth of the facts stated in the foregoing answer by him signed.

Before me,

CHARLES E. ALLEN,
Justice of the peace.

Circuit court of the United States for the Maine district.

GEORGE B. STEARNS, administrator of the goods and estate of John O. Page not administered upon, plaintiff in equity,
vs
RUFUS K. PAGE, defendant.

And now, the said Rufus K. Page, defendant in the said complainant's bill of complaint, by protestation, not confessing all or any of the matters or things in the complainant's bill of complaint to be true, in manner and form as the same are therein set forth and alleged; and as to so much of the matter contained in the said bill, as last amended, as relates to the said John O. Page's half part of said brig called the Emeline, and the relief and discovery sought thereby, the said defendant doth *plead* thereto, and for *plea* saith, that said Sarah Page, after taking out letters of administration upon the goods and estate of said John O. Page, on the thirty-first of May, eighteen hundred and eleven, duly returned an inventory of the goods and estate of said John, both real and personal; and, among other things, she included in said inventory the said intestate's half part of said brig Emeline, that being all his interest in said vessel, which was appraised in said inventory at the sum of three thousand dollars, which this defendant believes to have been the full value of the same; and the said defendant says, that the said administratrix in her accounts of administration subsequently rendered to said judge of probate, and finally allowed by him, stood charged with the half part of said vessel thus inventoried as aforesaid at the sum of three thousand dollars, whereby the said Sarah elected to become, and did become, the lawful owner of said half part of said vessel in her own personal right; she, the said Sarah, having fully and truly administered upon the same, and having, under and by the final order and decree of said judge of probate, accounted for and paid over to the heirs at law of said John O. Page, of which said complainant's wife was one, the balance remaining in her hands on settlement of her final account of administration in said probate court, in which account was included said intestate's entire interest in said vessel, appraised as aforesaid. And the said defendant says, that the said Sarah Page by charging herself, and thereby crediting the estate of her said intestate with the entire interest of said John in said brig Emeline, at the apprisal in said inventory, and in her accounts of administration, became in law and equity the absolute owner of said moiety of said brig, and had a perfect right and title to dispose of the same, as of her own goods and chattels, and that there was no remaining interest in said brig unadministered upon.

And this defendant says, that he denies all right and title of the complainant in his said capacity of administrator of the goods and estate of said John O. Page *not* administered upon by the said Sarah, to assert or make any claim, or to interrogate him in any manner, as to the purchase or sale of said moiety of said vessel after she became the owner thereof. I.

I. And this defendant denies all the charges and allegations of fraud made in said bill, or as amended, touching or in any way relating to said brig Emeline, or touching this defendant's title thereto.

All which this defendant avers to be true, and pleads the same in bar to so much of said bill as relates to said moiety of said brig Emeline, and to the relief and discovery sought in relation to the same, and relies upon the same as a bar to said plaintiff in prosecuting this bill as to said moiety, and demands the judgment of this court whether he ought to be compelled to make any answer to that part of said complainant's bill of complaint, except that which accompanies this plea; and prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

RUFUS K. PAGE.

KENNEBEC, *ss:*

December 2, 1841. Then the above named Rufus K. Page made oath that the facts stated in the foregoing plea by him signed, are true to the best of his knowledge and belief.

Before me,

CHARLES E. ALLEN,
Justice of the peace.

Circuit court of the United States, Maine district.

GEORGE B. STEARNS, administrator de bonis non, &c., plaintiff,
vs
RUFUS K. PAGE, defendant.

Answer of defendant accompanying plea of said defendant.

And now, this defendant protesting against the truth of the matter in said bill alleged, &c., not waiving his plea filed herewith, but relying and insisting upon the same, and not waiving his answers heretofore, and at this time filed in this case, to so much of said complainant's bill as is not covered by his said plea, and in support of said plea, for answer to so much of said complainant's bill as is contained in an amendment to said bill, filed on the first day of October, eighteen hundred forty-one, and marked C, and to the discovery sought thereby, or to so much thereof as he is advised is material for him to answer to, he answereth and says: that true it is that a certain writing, purporting to be written and signed by the late Thomas Bond, esquire, without date, was handed to him since the last May term by one of the family of the late William H. Page. This defendant never saw or heard of said paper prior to that time, nor has he any knowledge of the time when, or circumstances under which, said writing was made, but presumes it was written not long prior to his decease, and made with a view to quiet any apprehensions of his family in the remote contingency of his, the said Bond's, estate being called upon, by reason of the said Bond being surety for the said Sarah Page as guardian to her children.

And this defendant further answering says, that when he first saw said paper he considered it then, as he does now, as of no essential importance to any one, as containing the said Bond's opinions upon various subjects; some upon remote transactions, most of which this defendant believes to be perfectly true and correct, and others in which he was mistaken.

The said defendant further says, that the existence of said paper has been no secret with him, and it ever has, since he has had it in his possession, been free for said complainant, or any one else, to examine it. And he now submits a copy of the same with this answer, marked A, and proposes to leave the original on the files of this court, so that said complainant may have all the benefit therefrom which he can make at the trial of this case.

The said defendant now, and at all times hereafter, protesting against the truth of the fact asserted in said writing; that the conveyance by said Sarah Page to this defendant of the said moiety of said brig Emeline, which she had caused to be inventoried and had charged herself with, was a gift to this defendant. And this defendant denies all the charges of fraud alleged in said bill, or, as amended, touching, or in any way relating to said brig Emeline, or in any way relating to the defendant's title thereto.

All which this defendant is ready to verify, as the court shall direct.

RUFUS K. PAGE.

KENNEBEC, *ss:*

December 2d, 1841. Then the above named Rufus K. Page made oath that the facts by him stated in the foregoing answer, by him signed, are true to the best of his knowledge and belief.

Before me, CHARLES E. ALLEN,
Justice of the Peace.

Remarks relative to property in hands of Sarah Page, as guardian of her daughters.

The sum she has charged to herself, as guardian, was not in money, but consisted of factory shares, bank shares, ship Horatio, furniture and notes, which ought to be divided equally between the girls. She owns a small piece of wood land purchased of N. Brown, and held by mortgage from Judge Dummer, a lot in Newbury; she has an interest one-third in the debt against Gardiner Brown, and the tract of land in Dixfield mortgaged to secure it; and also one-third of all old uncollected debts.

The ship Horatio was wholly lost; the expenses amounting to more than the sale to Mr. Barker.

The judge of probate will probably make her an allowance on that account, as the estate has always been managed with the greatest care, having a special reference to the interest of the daughters. She has lost nearly all her own share in the personal estate of her late husband by that ship, and if the daughters have every thing that is left, they

ought to be content. If, however, they should not be satisfied, Mr. R. K. Page ought, in honor and justice, to pay to them the value of the part of the brig Emeline which belonged to the estate. This part, for the value of which see the inventory, was a gift to said R. K. P. by Mrs. Page, under the presumption that she would be able to do it without injury to her daughters. Mr. Page will not object to paying them the sum at which she was appraised, if he can retain all the interest and profits of the same. It would be just that John O. Page should allow his sisters something, as the property paid over to his guardian for him was more productive and valuable than that retained for the girls. Mrs. Page has a right to charge all the expenses attending board, apparel, and education of her daughters, and commissions on the amount charged to herself as guardian. She will also charge all State, county, town and parish, and highway taxes, and for her trouble. The real estate under her care has not and will not produce more than two per cent. income, deducting the repairs and loss of rent. Indeed, Mrs. Page has expended more money on the Church farm than all the clear rent for ten years will amount to. The Farmington property will produce nothing, not even enough to pay for repairs. Mrs. Page not to be accountable for interest on the value of the furniture, nor for any thing on factory shares and bank shares, more than the dividends. If the daughters have every species of property in their mother's possession, they will have as much as though all the property had been sold for cash. Because, if all the property had been sold for cash, their shares would have been much less than the sums at which they are fixed in Mrs. Page's account of guardianship. Under circumstances, it would be manifestly unjust that the sureties for Mrs. Page as guardian should in any event suffer. There never has been any waste of the property, nor any loss from inattention. The whole loss arose from the effects of the war upon property.

(Signed) J. BOND.

I.

And said defendant says, that there was no other writing or memorandum in relation to said copartnership within his knowledge or belief, or any *writing* whatever *similar* to, *or variant from*, the terms this defendant has before stated in his former answer, viz: five-eighth parts to belong to said John O. Page, and three-eighth parts to this defendant. And he denies that there was any such agreement as referred to in the paper annexed to plaintiff's bill, marked A, or any written agreement whatever relating to said copartnership, within this defendant's knowledge or belief. RUFUS K. PAGE.

KENNEBEC, *ss:*

December 18th, 1841. Personally appeared the above Rufus K. Page, and made oath that the foregoing facts, by him stated, are true to the best of his knowledge and belief.

Before me, CHARLES E. ALLEN,
Justice of the Peace.

And at May term, A. D. eighteen hundred and forty-two, after a hearing, it is ordered, adjudged, and decreed by the court, that the plea and answer in support of the plea be overruled, and the defendant to answer generally to the whole matter as he shall be advised, and that said answer be filed within thirty days. And on the first day of June then next, the following further answer of the said defendant is filed, viz:

CIRCUIT COURT OF THE UNITED STATES,
For the district of Maine:

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The further answer of said Rufus K. Page to said complain[an]t's bill of complaint as last amended.

And now the said defendant, as to so much of said complainant's amendment last made as relates to said brig Emeline, or to so much thereof as he is advised is material for him to answer to, he answers and says, as stated in his former answer, that John O. Page was never the owner of but one-half of said vessel; that said Sarah Page, after taking out letters of administration upon the goods and estate of said John O. Page, in the year eighteen hundred eleven, duly returned an inventory of the goods and estate of said John O. Page, both real and personal, and among other things she included in said inventory the said intestate's half part of said vessel called the brig Emeline. And the same was appraised in said inventory at the sum of three thousand dollars, which this defendant believes to have been the full value of the same.

And the said defendant further says, that said Sarah Page, in her first account of administration, rendered to the judge of probates for said county of Kennebec, charged herself with the whole amount of the personal estate of said intestate, in which was included said intestate's interest in said vessel, and which account was duly sworn to by her, and was by said judge of probate, at a court holden before him, on the twenty-fifth day of August, eighteen hundred twelve, duly allowed and ordered to be recorded.

And the said defendant says, that said administratrix always stood and remained charged with said half part of said vessel, at the sum aforesaid, until the final settlement of her last account of administration in said probate court, and was included in the final balance paid over by her to the heirs-at-law, of which said complainant's wife was one. And said defendant says, her last and final account was rendered and sworn to, and allowed by said judge of probate, at a court holden before him, on the twentieth day of February, eighteen hundred sixteen.

And the defendant further says, that the amount paid over to said complainant's wife, as her share of the said personal property, was seven thousand forty-two dollars seventy-five cents, which item or sum was

formed among other things by said administratrix, charging herself with the whole of her said intestate's interest in said vessel, the same being included in her first account, as before stated, and she never having withdrawn the same, or become discharged therefrom in any manner whatever; whereby the said Sarah Page elected to become, and did become, the lawful owner of said moiety of said vessel, in her own personal right, the said administratrix having fully and truly administered upon the same, and having fully accounted for the same.

And the said defendant further says, that said intestate's interest in said vessel being fully appraised and accounted for, and distributed to and among the heirs-at-law of said intestate, as was done by said administratrix, is not, nor was not at the time of filing this bill, which was over twenty years after the allowance of said final account, any part of the goods or estate of said intestate unadministered upon, and the said complainant has no title thereto nor interest therein—his bill of complaint being as administra*trix* of the goods and estate of said intestate not administered upon; but the said Sarah Page, by charging herself, and crediting the estate of her intestate, with whole interest of her said intestate, became the absolute and entire owner of said intestate's interest in said vessel, both at law and in equity, and had a perfect right to sell or dispose of the same as she saw fit, and to whom she should choose, as of her other goods and chattels.

And the said defendant says, that he duly purchased said moiety of said vessel of said Sarah Page, as stated by him in his former answers, and the said Sarah gave to him a bill of sale thereof, as therein stated; and that the same was a bona fide purchase for a valuable consideration: and said sale was freely and fairly made by the said Sarah, with a full and perfect understanding of her rights.

And the said defendant utterly denies, that said sale on her part, or said purchase on his part, was obtained by any fraud or misrepresentation of the defendant; on the contrary, he avers, that the same was made openly, and, he believes, with the knowledge and advice of her most able and intelligent friends—particularly her father-in-law, the late Judge Dummer.

And said defendant denies all and every charge of fraud alleged in said amendment, or in the bill as originally made, or as subsequently amended; and denies that any proof can be obtained to support a single one of the charges of fraud, so repeatedly alleged throughout said bill and in said amendments.

And the said defendant denies, that he had any hand or share in making up the administration accounts of said Sarah, presented to said judge of probate, and says, that he never saw said accounts, that he recollects, until since the pendency of this bill; that the three first of said accounts appear to be in the handwriting of the late Chandler Robbins, esquire, then register of probate, and a particular friend of said Sarah and of her late husband; and the other account is not in the handwriting of this defendant, nor was he any way privy to, or consulted as to, making any of said accounts. This defendant presumes,

from the fact of the knowledge and capacity of said Sarah herself, which was much more than ordinary in business affairs, and from the knowledge and ability of those that she was in the habit of consulting, that said accounts are in every respect correct and fairly made, and that no essential error is contained therein. And this defendant utterly denies that he fabricated any account, or aided or assisted in making any by said Sarah, as administratrix or otherwise.

And this defendant further answering says, that since the May term of this court, for the year eighteen hundred forty-one, a paper was handed to him by one of the family of the late William H. Page, which he supposes to be the same referred to and inquired about in said complainant's amendment, marked C. The said writing appears to be written and signed by the late Thomas Bond, esquire. This defendant says, that he never saw, or knew, or heard of said writing prior to the time of its being handed to him; nor has he any knowledge of the time when, or circumstances under which, the said paper was written, but presumes it was not long prior to his decease, and made with a view to quiet any apprehensions of his family, in the remote contingency of his, said Bond's, estate being called upon, by reason of said Bond's being surety for the said Sarah Page, as guardian for her minor children.

And said defendant says, that when he first saw said paper, he considered it then, as he does now, as of no importance to any one—as containing said Bond's opinion upon a great variety of subjects, some upon remote transactions, most of which were probably correct, and others in which he was not so.

And this defendant says, that the existence of said paper has been no secret with him, and it has ever been, since it was handed to him, free for any one to inspect it who desired to; that this defendant, on the first intimation that said paper was desired by said complainant, placed the same upon the files of this court, for the inspection of said Stearns or his counsel, so that the complainant may derive all benefit therefrom of which it is justly susceptible.

And this defendant says, that it is now over thirty years since said John O. Page died, and over thirty years since said Sarah was appointed administratrix and returned an inventory of said intestate's estate; that it (is) about thirty years since said Sarah Page sold to this defendant said moiety of said vessel called the Emeline; and that it is about thirty years since said Sarah presented her first account of administration, and had the same allowed; and that her final account of administration was presented, and settled, and allowed on the twentieth of February, in the year eighteen hundred sixteen—more than twenty-six years ago, and more than twenty-two years prior to the filing of said complainant's bill.

And this defendant relies upon the great lapse of time since all of said transactions took place, as a bar to this and all claims made by said complainant against this defendant touching said brig Emeline, or any other matter or thing contained in said bill, and to the prosecution thereof, or to the maintainance thereof.

All which he is ready to verify and prove, as this court shall direct. And he prays to be hence dismissed, with his reasonable costs, most wrongfully sustained.

RUFUS K. PAGE.

FRED. ALLEN,
Solicitor for said defendant.

KENNEBECK, *ss:*

On this eighteenth day of May, eighteen hundred forty-two, the above named Rufus K. Page (made) oath to the truth of the facts contained in the above answer by him signed, according to the best of his knowledge and belief.

Before me, FRED. ALLEN,
Justice of the peace.

And on the second day of July then next, the following exceptions are filed, viz:

CIRCUIT COURT OF THE UNITED STATES,
Maine district:

GEORGE B. STEARNS, administrator, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Exceptions taken by the complainant to the answer of the defendant to the bill of complaint in this cause.

First exception. For that the defendant has not, to the best of his knowledge, remembrance, information, and belief, answered and set forth whether he did ever actually and truly pay for one-half of said brig Emeline, and when and how.

Second exception. For that the defendant has not, to the best of his knowledge, remembrance, information, and belief, answered the allegation contained in the bill, that the said defendant never did pay for the said one-half of the brig Emeline, alleged to have been purchased of the said administratrix, and that the said defendant does not now in truth pretend ever to have actually paid for the same, and avoids saying whether he did in fact so pay or not.

In all which particulars the answer of the defendant is imperfect, insufficient, and evasive; and the complainant therefore excepts thereto, and prays that the defendant may put in a further and better answer to the said bill of complaint.

C. S. & E. H. DAVEIS,
Solicitors for complainant.

And on the fifth day of December then next, the following motion is filed, viz:

CIRCUIT COURT OF THE UNITED STATES,
First circuit, Maine district:

In the case of GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE.

The plaintiff having since the last May term of this court applied for and obtained letters of administration on the estate of Sarah Page, named in said bill, being apprised by his counsel of the importance of so doing, in the view suggested by the court, prays for leave to amend his said bill by adding to the description of the capacity in which he brings the same, as he is administrator of the goods and estate of the said John O. Page, deceased, the further description as he is also administrator of the goods and estate of the said Sarah Page, deceased.

C. S. & E. H. DAVEIS, *Solicitors.*

And on the twenty-sixth day of January, eighteen hundred forty-three, on a rehearing of the plaintiff's exceptions to defendant's amended answer, the same are overruled. And on the same day the following motion is filed, viz:

CIRCUIT COURT, UNITED STATES:

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE.

And now, the said plaintiff prays that the said bill may be amended by making the said George B. Stearns a party plaintiff to the said bill in his capacity as administrator of Sarah Page, named in said bill.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

And on the sixth day of February then next, the defendant files the following motion, viz:

CIRCUIT COURT OF THE UNITED STATES:

In equity. Rule day, February sixth, eighteen hundred forty-three.

STEARNS, in equity,
vs.
PAGE.

And now said Page comes and moves this honorable court, that an order pass that said Stearns file the general replication to the defendant's answer to the plaintiff's bill forthwith.

FESSENDEN, DEBLOIS & FESSENDEN,
For said Page.

And on the sixth day of March then next, the plaintiff files the following replication, viz:

GEORGE B. STEARNS, administrator, plaintiff in equity,
against
RUFUS K. PAGE.

CIRCUIT COURT, UNITED STATES, *Maine district:*

This repliant, saving and reserving to himself all advantage of excep-

tions which may be taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendant, for replication thereunto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said defendant, and the answer is uncertain, evasive, and insufficient in the law to be replied unto by the repliant; without this, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, and herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

C. S. & E. H. DAVEIS,
March 6, 1843. *Solicitors for plaintiff.*

And on the tenth day of April then next, the following motion is filed, viz:

CIRCUIT COURT UNITED STATES, *Maine district:*

April 5th, 1843.

In the case of GEORGE B. STEARNS, administrator, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The complainant moves and prays, that the said defendant may be required to produce and exhibit all the books of account, papers, vouchers, and notes, and all letters and other writings mentioned or referred to in said bill or answer, or relating to the subject of said suit, together with a schedule thereof, to be deposited with the clerk for a reasonable time to examine the same, and to take any copies thereof; and that said defendant may be required to state, under oath, whether they are all that are in his possession or control, or which have been so at any time since the filing of the original bill of complaint.

C. S. & E. H. DAVEIS,
Solicitors for complainant.

And at May term, A. D. eighteen hundred forty-three, on motion of plaintiff's solicitor, time to take testimony enlarged to the tenth day of July next; and at October term, publication of testimony, by consent of parties, is ordered forthwith, and the following testimony is opened and filed, viz:

UNITED STATES OF AMERICA,
Maine district, ss: First circuit.

The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of
[L. S.] May, in the year of Lord one thousand eight hundred and forty-three.

To Henry W. Paine, of Hallowell, in said district, esquire.

Know ye, that reposing confidence in your wisdom, prudence, and

fidelity, we have appointed, and by these presents, do authorize and empower you to take the answers to the interrogatories hereunto annexed, of Samuel Watts, James Blish, Isaac Fletcher, James R. Bachelder, Mary Page, wife of Samuel Page, Sylvanus W. Robinson, and John T. P. Dumont, witnesses to be examined on behalf of the plaintiff, to be used in a certain cause now pending in said court, wherein George B. Stearns, administrator, is plaintiff in equity, against Rufus K. Page, defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses as aforesaid to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same so taken and subscribed, to return, together with this commission and your doings herein enclosed, sealed and directed to the circuit court aforesaid, next to be holden at Portland, on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness the honorable Roger B. Taney, at Portland, this twenty-third day of May, in the year of our Lord one thousand eight hundred and forty-three.

J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Samuel Watts, proposed to be examined as a witness on behalf of plaintiff.

1. What is his age, occupation, and residence? What was formerly his employment?

2. Whether he formerly knew John O. Page, of Hallowell, and has also known the defendant?

3. Whether or not the said Rufus K. Page ever told the deponent that he, the said Rufus, had made sales of property belonging to the estate of said John O. Page, to considerable amount, which he, the said Rufus, had received? And if yea, when, what, and to how large amount?

4. Whether or not the deponent was in Hallowell in the spring or early part of the year eighteen hundred sixteen; and whether or not the said Rufus K. Page returned from Baltimore, or elsewhere at or about that time; and whether the said Rufus, after his return, or not, informed this deponent that he had sold and disposed of the brig Emeline? And whether or not he further informed the said deponent, what he, said Rufus, had received from said brig, whether on proceeds of sale of said brig, or amount of sale and earnings? And what sum was mentioned by said Rufus? And how he so expressed himself?

5. Whether or not the said Rufus K. Page, at any time, and if so, when, state to the deponent, that he, the said Rufus, never had any concern or business about his said brother John O. Page's estate, but what he made money from it?

C. S. & E. H. DAVEIS,
April 25, 1843. *Solicitors for plaintiff.*

6. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS, *Solicitors.*

The said Rufus K. Page objects to deponent's stating anything by said Rufus, or by others, touching or in any manner relating to said brig Emeline, on the ground that said plaintiff in his said capacity has no title thereto, and because any enquiry respecting the same is wholly irrelevant.

And declines putting any cross interrogatories.

By his attorney, F. ALLEN.

MAINE DISTRICT, *ss:*

CIRCUIT COURT, *Clerk's office, May* 22, 1843.

Received and filed.

Attest: J. MUSSEY, *Clerk.*

A true copy, compared with the original on file.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories proposed to James Blish, to be examined as a witness on behalf of the plaintiff.

1. What is his age, occupation, and residence? Where it formerly was, and what his business and employment.

2. Whether he formerly knew John O. Page? Whether or not he was formerly in the employment of said Page, and acquainted with his course and mode of business?

3. Whether or not the said John O. Page had a store in Hallowell for trading and selling goods, and how long before the time of his death, and if he recollects when *that* was?

4. Whether or not there was a sign painted and placed in the usual manner on said store? And if yea, with whose, or what name thereon? Whether or not the same remained till the decease of said John O. Page? And whether there was any change until afterwards?

5. Whether, up to and at the time of the death of the said John O. Page, the business of said store was, or not, wholly conducted and trans-

acted in the name and on the behalf of said John O. Page? Whether the deponent ever knew or heard of any other concern therein.

6. Whether he knew Rufus K. Page, the defendant, at that time; what was his age; whether or not, the said Rufus was employed and acting as a clerk in said store, in the service of his brother, the said John O. Page? Whether said Rufus resided in his brother's family?

7. Whether the said Rufus had or had not, at that time, any property or means except what he got from his said employ; and whether he was or not then, in fact, and understood to be, entirely dependent on his said brother?

8. Whether or not the said Rufus K. Page acted, or was regarded in any other capacity than as clerk to his said brother, until the said John O. Page embarked for Europe, and afterwards as agent to transact his said brother's business in his absence?

9. Whether the deponent did ever, during the lifetime of said John O. Page, hear of, or have any reason to suppose there was, any co-partnership or other business connection subsisting between the said John and Rufus?

10. Whether the deponent went to sea in any vessel of said John O. Page after the departure of the latter for England; and in what capacity he sailed; and from whom he received his orders on behalf of said John O. Page prior to the news of his death; and by whose directions the deponent proceeded afterward; and whether or not, after that intelligence, the said Rufus undertook the management and direction of his said brother's property; and how, or by whom, and to whom, the deponent was afterwards consigned or directed to proceed and render his accounts of the voyage?

C. S. & E. H. DAVEIS,
Solicitors for the plaintiff.

The said Rufus K. Page waives the privilege of putting any cross interrogatories to this deponent. By his attorney,

F. ALLEN.

11. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 22, 1843.

Received and filed.
Attest: J. MUSSEY, *Clerk*.

A true copy, compared with original on file.
Attest: J. MUSSEY, *Clerk*.

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GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to be proposed to Isaac Fletcher and James R. Bachelder, to be examined as witnesses on behalf of the plaintiff:

1. What is his age, occupation, and place of residence; whether he formerly lived in Hallowell, and how long, and at what period he first went there?

2. Whether he formerly knew John O. Page, and also the defendant, Rufus K. Page, during the lifetime of the former, and continued acquainted with the defendant afterwards. And if so, when, where, and how long?

3. Whether the deponent was ever in the employment of said John O. Page, or his family; and if so, when, and in what capacity, and how long he so continued; and when he ceased to have any thing to do in the same? Whether he was in the family of said John O. Page at the time of his leaving for England, and how long before, and how long afterwards?

4. Whether or not deponent had frequent occasion to go to the store of said John O. Page during this period, and how frequent? What was the sign upon the said store? How early was the same placed there, and how long did it remain? Whether until the time of the death of said John O. Page, and whether there was any change until after that period?

5. Whether, up to and at the time of the death of said John O. Page, the business of said store was or was not wholly conducted and transacted in the name of said John O. Page? And whether or not the deponent, previous to that period, ever knew or heard of any other interest or concern therein, except that of John O. Page?

6. Whether or not said Rufus K. Page was employed and acting as a clerk in said store, and in the service of said John O. Page? Whether or not said Rufus K. Page acted, appeared, or exhibited himself, or was considered in any other capacity or character therein, during the life of said John O. Page; and whether he lived in the family of said John O. Page?

7. What was the age of said Rufus K. Page at that time, and whether or not he had at that time any property or means, except what he got from his wages or pay in said John O. Page's employ?

8. Whether or not, after said John O. Page went to England, and until intelligence of his death was received, said Rufus K. Page was or was not acting, and regarded in any other capacity, than as a clerk of said John O. Page, and agent to transact his business during his absence? Whether said Rufus was spoken of, and treated as a clerk, or not; or how he was considered in his said brother's family?

9. Whether he knows or can set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this

your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS
Solicitors for plaintiff.

April 25, 1843.

The said Rufus K. Page objects to the deponents' stating any opinions of their own, or declarations, or *opinions* of others, respecting the capacity in which said Rufus K. Page acted in said store, and to any *opinions* formed by them as to the nature of the connection then subsisting between said John O. Page, and said Rufus K. Page, and propounds the following cross interrogatories:

1. Was there not, during the whole time you lived in the family of said John O. Page, a large sign placed over the door of said store occupied by said John and said Rufus, with the name of "Rufus K. Page" thereon, in large capital letters, and was not the same placed there long before said John O. Page left Hallowell for England?

2. Were you or not, respectively, at that time boys, and attending a school in Hallowell, and rendering services about the house in payment of your board with the privilege of attending school? And had you any interest, or inclination, or opportunity, to know the relation in business subsisting between said John O. and said Rufus K. Page?

3. Were not both signs, viz: John O. P., and Rufus K. Page, over the door long before said John went to Europe, and was not the letters of the sign of Rufus K. Page much the largest of the two?

4. What year was it that you resided in the family of John O. Page, and [what] was then your respective ages?

F. ALLEN,
Attorney for said Rufus K. Page.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 22, 1843.

Received and filed.
Attest: J. MUSSEY, *Clerk.*

A true copy, compared with original on file.
Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Sylvanus W. Robinson, proposed to be examined as a witness on behalf of the plaintiff:

1. What is his age, profession, and residence? Whether he knows the parties, plaintiff and defendant?

2. Whether or not he was requested and employed on behalf of the plaintiff, to make any, and what request or demand of the defendant, in relation to property or money, belonging, or supposed to belong, to the estate of John O. Page, formerly of Hallowell, deceased?

3. If the deponent answers the above enquiry in the affirmative, let

him state what was done by him, if any thing therein? What, if any, was the request or demand made? When, where, and how was it made, and whether in writing, or otherwise; and in what character or capacity on behalf of the plaintiff, in relation to the administration of said John O. Page's estate?

4. If the same was made as enquired of in writing, let the deponent produce and annex the same, if he has it, or state why he cannot; and state also the terms and purport thereof, as nearly as he can recollect the same? Whether said Rufus K. Page read and attentively examined the same, and deliberately considered it, or appeared so to do, or not, and did or not take due and sufficient time for that purpose?

5. Whether said Rufus K. Page made any reply thereto, or remarks thereon, or not? And if he did make any remarks or reply, let the deponent state particularly what was said at that time by said Rufus, in terms or substance, according to his best and most certain recollection and means thereof?

6. Whether in such conversation the said Rufus K. Page did or did not say and declare, distinctly, that there was money or property belonging to his brother's, the said John O. Page's, estate, which he, the said Rufus, had appropriated and availed himself of? And in what manner said Rufus expressed himself, and whether or not he mentioned what property?

7. If the deponent answers the last question in the affirmative, let him further state whether or not said Rufus K. Page did at the same time set up any claim to the same, as rightly belonging to him, or insist that it was property retained by him out of the estate of his said brother? And if so, for what cause, and in what manner? And let the deponent state what was said by said Rufus, if any thing, in relation thereto, fully and particularly.

8. Whether in such reply or remarks in regard to any such property or money received and retained by said Rufus, if he made any such, the said Rufus did or did not express any doubt or question in regard to his legal right thereto, and whether he would be entitled to hold the same?

9. Whether or not the said Rufus, in any such remarks or reply, if he made any, as enquired of, relating to property or avails thereof claimed to be holden by him, did or did not refer to any intention which he, said Rufus, declared said John O. Page had manifested to give him any particular part of said property, and if so, what, and on what account; and whether or not as compensation for services which he, said Rufus, had, or which he said that he had, rendered his brother? And if yea, how said Rufus expressed himself in that respect?

10. Whether or not said Rufus K. Page did, in such conversation as before enquired of, signify or intimate any purpose of hereafter rendering or securing to the heirs of said John O. Page, or any of them, any portion of property which he had received or realized from said estate, when he should make some eventual disposition of his own, or in any

other manner? And if yea, in what words, or to what effect, did he signify the same, or how did he express himself?

11. Whether deponent was acquainted with the late Thomas Bond, esquire; and whether or not a law student in his office, and whether or not he was administrator of said Bond's estate? Whether or not he did, at any time during the lifetime of said Bond, hear said Bond speak of the management or settlement of said John O. Page's estate, after the death of said John O. Page? Whether or not said Bond did, at any such time, and in any such conversation, express any, and if so, what opinion, in regard to the subject above enquired of; and whether said Bond expressed himself satisfied or dissatisfied therewith; and how he expressed himself in relation thereto?

12. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS, *Solicitors*.

The defendant, Rufus K. Page, by his solicitor, objects to deponent's stating any thing said by said Page, touching, or in any way relating to, the brig Emeline, on the ground that plaintiff, in his said capacity, has no title thereto, nor any right to make any enquiry of deponent relative thereto, and that the same is irrelevant.

And the said defendant propounds the following cross interrogatories, viz:

1. Did deponent ever have more than one conversation with said Page, at the request of said Stearns; if not, when and where was that conversation, and how long did it continue?

2. If deponent exhibited to said Page any written paper or demand, did said Page read the whole or any part of the same; and if so, how much of it; or did you read the whole or any part of the same to him; and if so, what part?

3. Was or not said Page apparently very indignant that such a demand should be made by said Stearns, and was he not apparently highly excited by such a demand being presented by you?

4. Did not said Page unequivocally deny that he had a particle of property in his hands belonging to the estate of John O. Page, his brother, deceased, which he ought to account for?

5. Did you not, after said first conversation with said Page, attempt to have a further conversation with him on the same subject, and did he not immediately decline so doing?

6. Did not said Page deny that he had ever appropriated any property belonging to the estate of said John O. Page, which had not [been] fully accounted for?

The defendant also objects to the deponent stating any thing which he ever heard said by said Bond, touching the matters enquired of in the eleventh direct interrogatory, on the ground of its being hearsay,

and not under oath, except what he might have said in the presence of said Rufus.

By his solicitor, F. ALLEN.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 22, 1843.

Received and filed.

Attest: J. MUSSEY, *Clerk*.

A true copy, compared with original on file.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to John T. P. Dumont, proposed to be examined as a witness on behalf of plaintiff.

1. What is his age, profession, and place of residence; how long it has been such?

2. Whether he knows the parties to this suit, and whether he knew John O. Page, formerly of Hallowell, and his widow, Sarah Page, also deceased?

3. Whether or not he knew Thomas Bond, esquire, formerly of Hallowell, and when and how he became so? What means or opportunities of knowledge and acquaintance he had with said Bond; and what was the character of said Bond? Whether or not he was a person of eminent respectability and probity, and so considered and esteemed in the community?

4. Whether or not he ever heard the said Thomas Bond, at any time, speak about the subject or settlement of the estate of said John O. Page, and respecting the agency, business, or concern of said Rufus K. Page therein, and in relation to the management thereof? And if yea, when, how often, and on what occasion, or how any such remarks arose?

5. Whether or not the said Bond did, at any such time, and on any such occasion, in conversation on the subject above enquired of, express any opinion and belief in regard to the course and conduct of said Rufus K. Page in relation to the same; and, in particular, whether right and justice had been done by said Rufus K. Page to the children and heirs of said John O. Page, or not? And what he said in that respect? How he expressed himself, if he so did, to this effect? With what frequency, earnestness, and impressiveness, or otherwise? What was the usual manner of said Bond on ordinary occasions in this respect; and whether or not he was in the habit of using strong expressions? And how it was, comparatively, in his remarks on this subject?

6. Whether or not the said Bond, speaking as before enquired of, in regard to the management and conduct of said Rufus K. Page, concerning the disposition and settlement of said estate, and towards the

representatives and heirs thereof, did declare that justice had not been done therein, or that wrong and injustice had been done by the said Rufus? And if so, how, and toward whom? To what extent and degree? And whether or not the said Bond said that said Rufus ought to do any thing, and if so, what, or how much, he ought to do, in order to repair such wrong or injustice?

7. Whether or not the said Bond always continued to make the declarations stated by the witness in answer to the foregoing enquiries to the last of his life? Whether or not the witness continued on intimate, friendly, and confidential terms of intercourse with him, and to what degree, to the time of his death; and whether or not he was with him at that period?

8. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS,
Solicitors.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 23, 1844.

Received and filed.
Att: J. MUSSEY, *Clerk*.

Cross interrogatories propounded to John T. P. Dumont.

1. Had the said Thomas Bond married a sister of said John O. Page prior to your knowing him?

2. Was he not during the whole period of your acquaintance with him apparently much attached and very friendly to Mrs. Sarah Page, the widow of said John O. Page, and to her children, Emeline and Louisa? And did he not live in constant and familiar intercourse with them during the whole time of their residence in Hallowell? And did he not regard them with the strongest affection?

3. How far did Mr. Bond live from Mrs. Page's prior to the years eighteen hundred nineteen or eighteen hundred twenty?

4. Was not the said Bond the intimate and confidential legal adviser of the said Sarah Page, and did she not rely wholly upon him for legal advice?

5. Was the said Bond uniformly scrupulously faithful to his clients, and to all those who relied upon him for aid and assistance?

6. Was the said Bond one of the sureties of the said Sarah Page on her administration bond to the judge of probate, and have you not heard him say that he was?

7. Was not said Bond one of the sureties also on the said Sarah's bond to the judge of probate, as guardian to her children? And have you not heard him say that he was?

8. From what you know of said Bond's habits and principles,

would he have seen and permitted any attempt to practise any wrong to the said Sarah Page, without interposing and attempting to defeat it?

8. Would he in your opinion, as the surety, relative, friend, and protector of Sarah Page and her children, have seen their property unjustly taken, or their rights violated, without employing all his means to prevent it, or taking adequate means to that effect?

RUFUS K. PAGE,
By his solicitor, F. ALLEN.

The plaintiff's counsel objects to the two last cross interrogatories marked 8, put by defendant's solicitor, and any matter of opinion, speculation, or conjecture of the witness therein undertaken to be enquired of.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 23, 1843.

Received and filed.
Att: J. MUSSEY, *Clerk*.
A true copy, compared with original on file.
Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, administrator, plaintiff in equity.
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Mary Page, wife of Samuel Page, proposed to be examined as a witness on behalf of the plaintiff.

1. What was formerly her name before marriage, when she was married, whether she knew John O. Page, and also the said Rufus K. Page, and how long ago, and how long she was acquainted with them?

2. Whether she was a relative and resided in the family of said John O. Page, and was there at the time of his death, and remained therein afterwards, and how many years after?

3. Whether said Rufus K. Page was or was not employed as a clerk in the store of his brother, the said John O. Page; and whether he was known, regarded, or understood in the family to act in any other capacity until the said John O. Page embarked for England; and whether before that time she ever heard, knew, or understood, of their being any copartnership in the business of said store?

4. Whether or not there was a sign over the said store, and what was the same, and whether or not it was that of John O. Page? Whether or not the same continued up until the death of said John O. Page, and if afterwards, how long? Whether she remembers when the same was finally removed or taken down? And what sign, if any, was

put up afterwards? And whether it was before or after the inventory of said John O. Page's property was taken, and the stock disposed of? And whether or not she recollects the circumstance from the manner of its affecting Mrs. Page, the widow, or any other cause? And if so, state the same, and whether there was any other sign on the store than that of John O. Page at the time of his death.

5. Whether she was formerly acquainted with Isaac Fletcher and James R. Bachelder, and whether they were also residing in the family of said John O. Page before or after his death; and knew or had means of knowing the nature of the business of said store and the employment of said Rufus K. Page?

6. Whether or not she knows that said Rufus K. Page, after the death of said John O. Page, claimed and insisted upon having any portion of the property of said John O. Page as having been left or given to him by said John? And if so, what was the property? Whether or not it was the half of the brig Emeline; and in what manner or on what account did the said Rufus claim to have or to hold the same, if he did so claim?

7. Whether or not said John O. Page left a paper drawn up and purporting to be a will, in which he mentioned the said brig Emeline as intending to give it to one of his brothers; and whether or not there were several brothers of said John; and whether there was any thing to show whether one of them was entitled to claim it more than another; and whether or not such other brothers asserted an equal right to it?

8. Whether or not said Rufus K. Page ever did pay the said administratrix for the half of said brig Emeline, or account to her for the same? Whether or not Mrs. Page, the widow and administratrix, was induced and prevailed upon to give up the said half of the above vessel to said Rufus or not, in consequence of his persisting in said claim, and to avoid a controversy? Or to state for what cause or reason, if she knows, the administratrix was induced to give up the same. And whether or not at the time of the transfer from said administratrix to said Rufus, he pretended to have made any payment therefor? Whether or not the deponent well knows that said Rufus did not pay therefor? Let the deponent answer as to the above particularly, according to her truest and best recollection, knowledge, and belief, in regard thereto.

9. Whether or not Mrs. Page, the widow and administratrix of said John O. Page, afterwards gave up to said Rufus K. Page certain notes of hand signed by him? And whether or not the amount of such notes was to have been credited to the heirs of said John O. Page, or either of them, as a portion of the estate of said John O. Page coming to them, or either of them, and which? And to testify what she knows respecting the same.

10. Whether or not the value or estimate of a ship called the Horatio, built after the death of said John O. Page, was assigned to, and assumed by his widow, Mrs. Page, on account of her proportion of his estate in making provision thereof? And whether or not, after such distribution, the said ship turned out to be of no value, and was considered

and became a complete loss? And whether or not the whole amount of such loss was charged and made to fall upon the estate of said John O. Page, and each one of the heirs thereby made to bear an equal and proportionate share of the same? Let the deponent answer the above enquiries according to her particular and best recollection of the truth and circumstances of the same as before requested.

11. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 23, 1843.

Received and filed.
Att: J. MUSSEY, *Clerk.*

And now the said Rufus K. Page objects to the said deponent (said Mrs. Mary Page) stating anything touching the said brig Emeline, or touching the payment therefor, or touching the said ship Horatio, on the ground that the said plaintiff has no title thereto, or to either of said vessels, the said Sarah Page having duly inventoried and accounted for the same in her administratrix accounts in the probate court.

And the said Rufus K. Page then propounds to said deponent the following cross interrogatories, viz:

1. What was your age, and where did you live in the year eighteen hundred six; if with said John O. Page, whether she continued to reside in the family of said Page until the death of Mrs. Page in the year eighteen hundred twenty-six?

2. At what time and at whose request did said Rufus come to board in the family of said John O. Page; and how long did he continue to board there?

3. Had the said John O. Page apparently great confidence in the care, fidelity, and capacity of said Rufus for business?

4. Whether, according to best recollection of deponent, the said Rufus was not a copartner in the store with said John O. Page for upwards of four years prior to said John's leaving this country for England in the year eighteen hundred ten?

5. Whether said James R. Bachelder and Isaac Fletcher lived in the family as domestics, and had any special opportunity to become informed respecting the business of said store?

6. Whether the said Rufus was very attentive to the business of Mrs. Sarah Page, after the decease of her husband, the said John O. Page, and rendered great services to her from time to time?

7. Whether the late Judge Dummer was her (said Sarah Page's) father-in-law, and much attached to her in his feelings, apparently; whether

he was a merchant and shipholder, and had a store in Hallowell, and had an intimate knowledge of all her business affairs; whether he was not a very shrewd man and well skilled in business; whether he was not one of her most frequent and most confidential advisers; and did he not continue so during his, said Dummer's, lifetime; and when did he die; and [had] he not an intimate knowledge of the business of said John O. up to the time of the decease of the said John?

8. Whether the late Thomas Bond, esquire, was her brother-in-law, and her frequent and confidential legal adviser; whether he had been the intimate friend of said John O. Page, and continued the intimate friend of his widow and children; and whether he was not frequently at the house of said Sarah Page in consultation with her; and took a deep interest in her affairs?

9. Was the said Sarah Page remarkably cautious in managing her business affairs; and did she not habitually consult the said Dummer and said Bond before making any arrangements or executing any business of importance.

10. Whether deponent does not recollect hearing of a reference taking place in the year eighteen hundred twelve, between the said Sarah Page and said Rufus K. Page; that the referees were John Agry and Chandler Robbins, esquires; and whether the result of said reference was not fully stated and explained to her by said Dummer and said Bond, and whether said Sarah was not apparently satisfied therewith?

11. Whether said Robbins was register of probate; whether he was the intimate friend of said Sarah Page, and continued his friendship for said Sarah; and whether he frequently aided the said Sarah in making up her accounts of administration?

12. Were you acquainted with the handwriting of said John O. Page; and is or not the deed of mortgage exhibited, purporting to be signed by Gardner Brown, and the note purporting to be signed by the same, in the handwriting of said John O. Page? Both of which are to be exhibited to you by the commissioner.

13. Did Wilmot Wood, esquire, marry Emeline Page, the eldest daughter of said John O. Page; and if yea, when?

By F. ALLEN,
Solicitor for said Rufus K. Page.

The plaintiff's counsel object to the seventh cross interrogatory, and the matter and mode thereof, and the particular inquiries therein contained, as irrelevant and inconsequential, and not proper subjects of such inquiry on part of defendant. And also to so much of the ninth following as relates to said Dummer. They likewise object to the tenth cross interrogatory, as undertaking to introduce and inquire into matters of *hearsay;* and that the witness shall not be permitted to state any thing touching the matters therein attempted to be inquired about, except what is within her own proper personal knowledge.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, May 23, 1843.

Received and filed.
Attest: J. MUSSEY, *Clerk*.

A true copy, compared with original on file.
Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Samuel Watts to the interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is about sixty years of age; that he resides in Hallowell, in the county of Kennebec; that he has been employed and occupied for the six or seven years past in managing the ships in which he is interested as owner in whole or in part, and that he was formerly a master mariner.

To the second interrogatory he saith, that he formerly knew John O. Page by sight, but had no personal acquaintance with him; that he has been for a long time well and intimately acquainted with the defendant, and from eighteen hundred fifteen to eighteen hundred thirty-six, he was interested and concerned with him in navigation.

To the third interrogatory he saith, that he does not recollect that Rufus K. Page ever told him that he had made sales of property belonging to the estate of John O. Page.

To the fourth interrogatory he saith, that in August or September, A. D. eighteen hundred seventeen, as he believes, said Rufus K. Page told him that he sold his brig Emeline in Baltimore; that he received for said brig on the sale thereof, together with her nett earnings on her last voyage from Europe, thirteen thousand dollars. He understood at the time that he (said Rufus) effected the sale of the Emeline the preceding year when he was at Baltimore.

To the fifth interrogatory he saith, that he does not recollect that said Rufus K. Page ever stated to him that he, the said Rufus, "never had any concern or business about his brother John O. Page's estate, but what he made money out of it;" nor does he recollect that said Rufus ever made any statement to him of that or similar import.

To the sixth interrogatory he saith, that he knows of no other matter or thing which, as he supposes, could be a benefit or advantage to the parties at issue in this cause, or that might be material to the subject of his examination, or the matters in question in this cause.

SAM. WATTS.

KENNEBEC, *ss:*

On this fifth day of July, in the year of our Lord eighteen hundred and forty-three, Samuel Watts, the aforesaid deponent, was examined,

cautioned, and sworn, agreeably to laws, to the answers aforesaid reduced to writing by me, and subscribed by him in my presence, and taken pursuant to the foregoing commission.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of James Blish to the interrogatories annexed to the fore going commission.

To the first interrogatory he saith, that he is fifty-four years of age; that he resides in Hallowell; that he is now, and for some years has been, principally occupied in taking care of his health; that he formerly resided in Vassalboro', in the county of Kennebec, where his employment was that of a mariner.

To the second interrogatory he saith, that he did formerly know John O. Page; that in December, eighteen hundred ten, he went to the West Indies as master of the schooner Kennebec, then the property of said John O. Page; that he continued master of that schooner as late as July, eighteen hundred eleven, when she was sold in Boston; during this time his accounts were kept with the said John O. Page; that he cannot say he was acquainted particularly with said Page's course and mode of business.

To the third interrogatory he saith, that there was, while he was in the employ of John O. Page, a store in Hallowell with his sign over the door; said store was called John O. Page's store; that he does not know how long before this said store was opened by said Page, and that said Page died in the winter of eighteen hundred eleven, the same winter the deponent had charge of the schooner Kennebec.

To the fourth interrogatory he saith, that there was a sign painted and placed in the usual manner on said store, with the name of John O. Page thereon; and that, according to his best recollection, the sign remained till said Page's decease.

To the fifth interrogatory he saith, that he does not know whether the business of said store was, or was not, wholly conducted in the name and on the behalf of John O. Page, but he never knew or heard of any other concern therein.

To the sixth interrogatory he saith, that he did know Rufus K. Page, while he (the deponent,) was in the employ of the said John O. Page; he did not know the age of said Rufus; that he cannot say in what character or capacity said Rufus was employed in the store; that as related to the affairs of said schooner Kennebec, he did act as his brother's agent,

as deponent understood it; whether said Rufus resided in his brother's family, he does not know.

To the seventh interrogatory he saith, that he doth not know.

To the eighth interrogatory he saith, that he at the time had the impression that Rufus was acting in the capacity of clerk to his brother, and as an agent to transact his business in his absence; that this is his impression merely, he having no knowledge of the matter.

To the ninth interrogatory he saith, that he never heard (till recently) of any copartnership or business connection between the said John O. Page and the said Rufus K., nor had any reason to suppose there was such copartnership or business connection.

To the tenth interrogatory he saith, that he did (as he has before stated) go to sea in a schooner called Kennebec, a vessel belonging to said John O. Page, and after his departure for England; that he sailed in capacity of captain; that he received all his orders from Rufus K. Page, prior to the news of said John's decease; that after said John's decease, he proceeded under the directions of the said Rufus K.; that further than this, he does not know that said Rufus K. undertook the management and direction of his said brother's property; that he was consigned by said Rufus, but to whom he does not recollect; that on his return in July, eighteen hundred and eleven, he surrendered said schooner to said Rufus, to whom he also rendered his accounts, which had been kept with and made out in the name of the said John O. Page; the voyage he settled with Captain John Agry, at request of said Rufus.

To the eleventh interrogatory he saith, that he cannot set forth any other matter or thing which he supposes to be of benefit or advantage to the parties at issue, or either of them, or material to the subject of his examination, or the matters in question in this cause.

JAMES BLISH.

KENNEBEC, *ss:*

On this twenty-ninth day of June, in the year of our Lord eighteen hundred and forty three, James Blish, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law to the answers aforesaid by him subscribed in my presence, and taken pursuant to the foregoing commission; said answers were reduced to writing by me.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Isaac Fletcher, to the interrogatories and cross interrogatories annexed to the forgoing commission.

[REC. CIII, D. T. 1846.]—12

To the first interrogatory he saith, that he was fifty-four years of age last November; is an inn-holder; that his place of residence is Sidney, in the county of Kennebec; that he did live in Hallowell formerly; in the whole about seven years, but does not recollect what year he came there.

To the second interrogatory he saith, that he formerly knew John O. Page and Rufus K. Page, during the lifetime of the former, and has ever since been well acquainted with the latter. He knew them both by sight shortly after he came to Hallowell.

To the third interrogatory he saith, that he was in the employment of the family of John O. Page; that he went to live in the family between six and seven months before the news arrived of the said John O. Page's decease in England; that he was engaged for the time of six months, and during that time was employed in capacity of a hired man; that he was not in the family when said John O. Page left for England; that he continued in the family the time agreed upon, which was six months.

To the fourth interrogatory he saith, that he had occasion to go to the store of John O. Page daily while he remained in the family; the sign upon the store was John O. Page; that he does not know how early the said sign was placed there; it remained there till he left, which was about a fortnight before the news of said Page's decease reached Hallowell.

To the fifth interrogatory he saith, that he does not know whether the business of the store was wholly conducted and transacted in the name of John O. Page, but that up to the time of his leaving the family, he never knew or heard of any other interest or concern therein, except that of said John O. Page.

To the sixth interrogatory he saith, that Rufus K. Page lived in the family of the said John O. Page, but that he does not know, and cannot state, in what capacity he was employed or acting in the store.

To the seventh interrogatory he saith, that he does not know what was the age of said Rufus K. Page at that time, nor does he know whether or not he had any property or means, except what he got from his wages or pay in said John O. Page's employ, if he was in his employ.

To the eighth interrogatory he saith, that the said Rufus K. Page was spoken of in the family as a clerk to superintend the business of his brother John O. during his absence; that he did not hear him spoken of or treated in any other capacity.

To the ninth interrogatory he saith, that he knows of no other matter or thing which he supposes to be material in this cause, or that would be of advantage or benefit to either of the parties.

To the first cross interrogatory he saith, that while he lived in the family of John O. Page, there was no sign over the door of the store occupied by John O. and Rufus K. with the name of Rufus K. Page thereon.

To the second cross interrogatory he saith, that he was not at that

time a boy attending school, but was hired by the month for six months; that he had no interest or inclination, and no other opportunity, than he has already disclosed, for knowing the relation in business subsisting between said John O. and said Rufus K.

To the third cross interrogatory he saith, that while he was in the family of said John O. Page, the sign of Rufus K. Page was not on the store.

To the fourth cross interrogatory he saith, that he does not recollect the year when he lived in the family of said John O. Page, but that he went there shortly after said John O. left for England; that he staid there six months, and about a fortnight after he left, the news of said John O.'s death reached his family in Hallowell.

ISAAC FLETCHER.

KENNEBEC, *ss:*

On this first day of July, in the year of our Lord eighteen hundred and forty-three, Isaac Fletcher, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the answers aforesaid, reduced to writing by me, and by him subscribed in my presence, and taken pursuant to the foregoing commission.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss*:

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of James R. Bachelder to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory the deponent saith, that he is forty-nine years old; that he is sheriff of the county of Kennebec, and resides in Readfield, in said county; that he formerly lived in Hallowell; that he went there in March, eighteen hundred eleven, and there remained till September, eighteen hundred fifteen.

To the second interrogatory he saith, that he once saw the said John O. Page, but never had any acquaintance with him; that he did know Rufus K. Page during the lifetime of his brother; his acquaintance with him commenced in March, eighteen hundred eleven, and he has been acquainted with him ever since.

To the third interrogatory he saith, that he was in the employment of John O. Page; that he commenced working in said John O. Page's employ in March, eighteen hundred eleven, in the capacity of a hired man, and continued there through the season, that is, till the last of

November of the same year, when he ceased to be so employed; but he was not in the family of said Page when he left for England.

To the fourth interrogatory he saith, that he did have occasion to go to the store of John O. Page daily during the time he was in his family; that he has a very distinct recollection of seeing the sign of John O. Page over the door, but to this fact he does not swear positively; that the sign, to the best of his recollection, was over the door when he went there, and there remained till the news of said Page's decease reached Hallowell; that he recollects no change in the signs till after that period.

To the fifth interrogatory he saith, that he cannot positively state whether, up to the time of said John O. Page's decease, the business of the store was or was not wholly conducted and transacted in the name of said John O. Page; but previous to that period, he never knew or heard of any other interest or concern therein, except that of said John O. Page.

To the sixth interrogatory he saith, that Rufus K. Page appeared to have charge and control of the business, but in what character or capacity, he does not know and cannot state; that said Rufus did live in the family of his brother during the whole time the deponent remained there.

To the seventh interrogatory he saith, that he doth not know.

To the eighth interrogatory he saith, that he can answer no further than he has already done in his answers to the preceding interrogatories.

To the ninth interrogatory he saith, that he doth not know of any other matter or thing which, as he believes, can be a benefit or advantage to the parties at issue, or either of them; or that may be material to the subject of this his examination, or the matters in question in this cause.

To the first cross interrogatory he saith, that he has no recollection of seeing any sign over the door of said store with the name of Rufus K. Page thereon.

To the second cross interrogatory he saith, that while in the family of said John O. Page, he was not attending school, but was hired by the month; that he had no interest or inclination to know the relation in business subsisting between said John and said Rufus, and no other opportunity except what he has already stated.

To the third cross interrogatory he saith, that he has no recollection of seeing any sign on the store besides that of John O. Page.

To the fourth cross interrogatory he saith, that he resided in said John O. Page's family in eighteen hundred eleven, as he has before stated, and that he (the deponent) was in his nineteenth year when he left said Page's employment.

J. R. BACHELDER.

KENNEBECK, *ss:*

On this twelfth day of July, in the year of our Lord eighteen hun-

dred and forty-three, James R. Bachelder, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken pursuant to the foregoing commission.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*.

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Mary S. Page to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory she answers as follows: My name before marriage was Mary Salsbury; I was married A. D. eighteen hundred and forty; I did know John O. Page and Rufus K. Page; my acquaintance with them commenced in eighteen hundred one; I knew the said John O. Page till he left this country for Europe, and have been acquainted with the said Rufus to the present time.

To the second interrogatory. I was a relative of the wife of said John O. Page, and resided in his family till his death; I continued to reside with his widow till her decease, seventeen years ago.

To the third interrogatory. I know that the said Rufus K. was in the store of said John O. before he embarked for Europe, but in what capacity I do not know; nor do I recollect of hearing it stated by any one, whether he was a clerk or partner. I don't recollect that I ever heard, knew, or understood, of there being any copartnership in the business of said store.

To the fourth interrogatory. There was a sign over the store; it was that of J. O. Page, or J. Odlin Page, I am not certain which. Said sign was up until the death of said John O. Page, and for some time after, but how long I cannot state. I do not remember when said sign was finally taken down, nor what sign was afterwards put up; whether this sign was taken down before or after the inventory of said John O. Page's property was taken, and the stock disposed of, I do not recollect. The only circumstance which enables me to recollect the fact that the sign was taken, was the effect it had upon the widow of the said John O. I cannot state whether there was or not any other sign on the store, at the time of the decease of said John; the sign of R. K. Page was on that store many years before he left it, but when put there I do not recollect.

To the fifth interrogatory. Isaac Fletcher and James R. Bachelder were known to me as *chore* boys in the family of the said John O.; said

Bachelder was there at the time of his decease. Whether Fletcher was there before or after Bachelder, I do not recollect. They used to be sent to the store for articles needed in the family, and I do not suppose they had any other means of knowing the employment of the said Rufus, or the nature of the business.

To the sixth interrogatory. The said Rufus claimed one-half of the brig Emeline, as having been left or given to him by said John, and so did the other brothers of the said John claim the same. The said John while in London, as I understood, executed a paper purporting to make disposition of his property, in which he used the language, "one-half my brig Emeline to my brother," or language of a similar import; and this was the foundation of the claim as I understood.

To the seventh interrogatory. There was nothing in the paper to show whether one or another of the brothers was intended, of whom there were several; the other brothers did assert an equal right to the brig, as I understood. I might have seen this paper, but of this I can not speak positively; it was a subject of much conversation at the time.

To the eighth interrogatory. I cannot say whether said Rufus ever did pay the said administratrix for the half of said brig, or account to her for the same. I did not know that the administratrix was induced and prevailed upon to give up the said half of said brig to said Rufus, in consequence of his persisting in his claim, and to avoid a controversy.

To the ninth interrogatory. The administratrix was advised by Thomas Bond, I think, to give the half of said brig to Rufus, as he had rendered services, and it was supposed that Rufus was the brother intended in the paper before referred to, executed by said John O. I know of no other cause or reason of her giving him the said half of the brig. To my knowledge, Rufus did not at that time pretend to have made any payment therefor. I do not know that he did not pay for the same.

To the tenth interrogatory. Mrs. Page, the administratrix, did pass over to Rufus certain notes of hand; but I do not know the amount of them, nor by whom they were signed. I recollect Mrs. Page remarked at the time, that she passed the notes to Rufus, as the guardian of one John Odlin Page, son of the deceased; that it would be easier for Rufus to collect them than for her, and that she intended the avails for the benefit of the said John Odlin. These notes were a portion of the estate of the deceased.

To the eleventh interrogatory. I did understand that the value or estimate of the ship Horatio, completed after the death of said John O., was assigned to or assumed by the widow, on account of her proportion of his estate; that the ship was sold at a great loss; that it was thought to be severe to throw the loss upon her alone; that the matter was carried into the probate court, and the loss divided among the widow and children. I cannot state from whom I derived my impressions. I heard Mr. Page and Thomas Bond, esquire, and others, often talk over these subjects.

To the twelfth interrogatory. I know nothing further that I can suppose material to the subject matter of this examination, or that would be a benefit or advantage to the parties at issue in this cause, or either of them.

To the first cross interrogatory she answers, I was eighteen years old in eighteen hundred and six, and then lived in the family of John O. Page, where I resided until his death.

To the second cross interrogatory. Rufus K. came to board in the family at the time when John O. left for England; he continued to board there eight years, I think.

To the third cross interrogatory. I think said John O. did have great confidence in the care, fidelity, and capacity of said Rufus for business.

To the fourth cross interrogatory. I only know that Rufus was in the store of said John O., but whether a partner or not I do not know.

To the fifth cross interrogatory. Fletcher and Bachelder did live in the family as domestics, and to my knowledge did not have any special opportunity to become informed respecting the business in the store.

To the sixth cross interrogatory. My impression is, that said Rufus had much the charge of the business after his brother's decease; but I cannot state the extent of the services rendered.

To the seventh cross interrogatory. The late Judge Dummer was father-in-law of Mrs. Sarah Page; was apparently much attached to her; he was a merchant and ship-holder, and had a store in Hallowell; she frequently consulted and advised with him in her business affairs. I am not prepared to say how shrewd he was, or skilful in business. He was one of her most frequent advisers, and so continued, till there was a coldness between them, something like a year before his death, which took place I think in eighteen hundred [and] sixteen. Judge Dummer was very intimate with said John O.

To the eighth cross interrogatory. Thomas Bond, esquire, was a brother-in-law of said John O.; he was the frequent adviser of the widow; he had been very intimate with her husband; he was often at her house in consultation with her, and apparently took a deep interest in her affairs.

To the ninth [cross] interrogatory, I answer *yes*.

To the tenth [cross] interrogatory, I answer that I have no recollection of the reference there referred to.

To the eleventh cross interrogatory. Said Robbins was register of probate I believe; was often at the house of said Sarah, and on very intimate and friendly terms. I do not know that he assisted her in making up her accounts.

To the twelfth cross interrogatory. I was acquainted with the handwriting of John O. Page; and the deed of mortgage, and the note exhibited, purporting to be signed by Gardner Brown, and hereto annexed, and bearing my signature on the back, are in the handwriting of said John O. Page.

To the thirteenth cross interrogatory. Wilmott Wood, esquire, did

marry Emeline Page, the eldest daughter of said John O. Page, about twenty years ago, I think.

MARY S. PAGE.

KENNEBEC, *ss:*

On this sixth day of June, in the year of our Lord eighteen hundred and forty-three, Mary S. Page, the aforesaid deponent, was examined caution[ed,] and sworn, agreeably to law, to the aforesaid answers, reduced to writing by me, and by her subscribed in my presence, and taken pursuant to the foregoing commission.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

HALLOWELL, *July* 4, 1809.

For value received, I promise Rufus K. Page to pay him, or his order, two days from date, with *interest*, *two thousand six hundred dollars*.

$2,600. GARDNER BROWN.

2,600 00		2,600	
357 10	Interest up 23d September, 1811.	621 40	Interest up to July 1, 1813.
2,957 10		3,221 40	

"MARY S. PAGE."

Know all men by these presents, that I, Gardner Brown, of Dixfield, in the county of Oxford, and Commonwealth of Massachusetts, trader, in consideration of two thousand six hundred dollars paid by Rufus K. Page, of Hallowell, in the county of Kennebec, and Commonwealth aforesaid, merchant, (the receipt whereof, I do hereby acknowledge,) do hereby give, grant, sell, and convey unto the said Rufus K. Page, his heirs and assigns, forever, a certain parcel or tract of land, lying in township number four, which township number four lies north of, and adjoining, Dixfield, in the county of Oxford aforesaid, viz: the lots numbered four and numbered five, in the sixteenth range, containing by estimation one hundred and sixty acres each; and *and* the lot numbered six, in the sixteenth range, containing by estimation one hundred sixty-one acres and one-eighth, more or less; all that part of lot numbered four, in the seventeenth range, that lies on the east side of Webb's river, containing by estimation ninety-eight acres and seventy-one poles; and the lot numbered five, in the seventeenth range, containing by estimation two hundred three acres and a quarter, more or less; also a part of lot numbered four, in the eighteenth range, of lots, viz: the gore of land

on the south part of said lot numbered four, that will be set off from said lot by a continuation of the north line of the lot numbered five, in the sixteenth and seventeenth ranges, across the eighteenth range, till it shall meet the west line of said eighteenth range, or the southerly line of said township number four, southerly of said westerly line of range eighteen, viz: all the gore southerly of said dividing line, containing by estimation sixty-nine acres, more or less; reserving all land in each of said lots necessary for public highways, and referring to the plan of said town, as surveyed by Solomon Adams, esquire, for the boundaries of each lot.

To have and to hold the foregoing and above described premises, to the said Rufus K. Page, his heirs and assigns, to his and their behoof forever. And I, the said Gardner Brown, do covenant with the said Rufus K. Page, his heirs and assigns, that I am lawfully seized of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Rufus K. Page in form as aforesaid; and that I, the said Gardner Brown, for myself, my heirs and assigns, will warrant and defend the same to the said Rufus K. Page, his heirs and assigns, against the lawful claims or demands of any persons.

Provided, nevertheless, if the said Gardner Brown shall well and truly pay, or cause to be paid, a certain note of hand, given by him to the said Page, for two thousand six hundred dollars, bearing even date with this deed, with lawful interest, within two days, then this deed to be void, otherwise to remain absolute.

In witness whereof, I, the said Gardner Brown, have hereunto set my hand and seal this fourth day of July, in the year of our Lord one thousand eight hundred and nine.

GARDNER BROWN. [L. S.]

Signed, sealed, and delivered in presence of—
JOHN O. FOWLES,
JOHN LOCK.

KENNEBEC, *ss:*

HALLOWELL, *July* 4, 1809.

Then the above named Gardner Brown personally appeared and acknowledged this instrument, by him subscribed, to be his free act and deed, before me.

JOHN LOCK,
Justice of the peace.

OXFORD, *ss:*

Eastern district. Received July 20, 1809, and recorded with the records of deeds for said county; book 4th, pages 362 and 363.

Att: JOSEPH RUST, *Register.*

"MARY S. PAGE."

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Sylvanus W. Robinson to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is forty-one years of age; is a lawyer by profession, and resides in Bangor; that he does know the parties, plaintiff and defendant.

To the second interrogatory he saith, that he was requested and employed by the plaintiff to request and demand of the defendant an explanation and settlement of all accounts between the defendant and the estate of his brother, John O. Page, esquire.

To the third interrogatory he saith, that he did make demand of the defendant as requested by the plaintiff; the demand was of an explanation and settlement of all accounts between the defendant and the estate of his brother, John O. Page, esquire; it was made May twenty-ninth, eighteen hundred thirty-eight, at his office in Hallowell, and was in writing presented to him; it was made in behalf of the plaintiff as administrator de bonis non on the estate of John O. Page, esquire, deceased.

To the fourth interrogatory he saith, that the said demand in writing is in his possession; is here produced, annexed, and marked A; that said Rufus K. Page did read said written demand, and had sufficient time carefully to examine the same; and the deponent believes that he did so examine it.

To the fifth interrogatory he saith, that the defendant, as he read the demand, did make remarks upon each item thereof; that he does not recollect the terms or substance of said remarks, except those in relation to the fifth item or specification in said demand, which is at the top of the fourth page of the annexed paper, marked A; that when defendant came to that item which relates to the brig Emeline, after a short pause, he said "Well, as to that, I did, to be sure, have one-half of the Emeline; my brother gave her to me in a will which he made just before his death; I do not know how it would stand law, but I believed it to be my brother's intention to give her to me as a compensation for my services in taking care of his business, and I thought it right for me to retain that property; I have always intended, however, to reserve the amount of it to be appropriated to the benefit of the children of Emeline and Louisa, (meaning, as the deponent understood it, Mrs. Emeline Wood and Mrs. Louisa Stearns, the daughters of John O. Page,) whichever should most need it, when I shall make a final disposition of my property." That these remarks made a strong impression on the mind of this deponent; and that he reduced them to writing immediately after the defendant left his office. The deponent further saith, that he has made careful search for the memorandum containing said remarks, but has been unable to find it; that he has, however, a very distinct recollection of the remarks themselves, having often had occasion to recur

to them, and is confident that he has here given them correctly in substance, and for the most part in the very language used by the defendant.

To the sixth interrogatory he saith, that he can answer no further than he has done in his answer to the fifth interrogatory, to which he refers.

To the seventh interrogatory he saith, that he can answer no further than he has already done in his answer to the fifth interrogatory, to which he refers.

To the eighth interrogatory he saith, that he can answer only as he has already done in his answer to the fifth interrogatory, to which he refers.

To the ninth interrogatory he saith, that he can answer no further than he has already done in his answer to the fifth interrogatory, to which he refers.

To the tenth interrogatory he saith, that he can answer no further than he has done in his answer to the fifth interrogatory, to which he refers.

To the eleventh interrogatory he saith, that he was well acquainted with the late Thomas Bond, esquire, was a student at law in his office three years, and was administrator on his estate; that he did frequently hear the said Bond speak of the settlement of said John O. Page's estate; that he cannot recollect the language used, but does recollect that said Bond, whenever he spoke of the subject, expressed strong dissatisfaction with the manner in which the estate was managed and settled, and manifested a degree of feeling quite unusual with him.

To the twelfth interrogatory, the deponent saith, that to the best of his knowledge and belief, he has already stated all the facts which are material or important.

S. W. ROBINSON.

To the first cross interrogatory, the deponent saith, that to the best of his recollection he had but one conversation with said Page, at the request of said Stearns; that this conversation was on the twenty-ninth May, eighteen hundred thirty-eight, at his office; and that to the best of his recollection said conversation continued from a half to three quarters of an hour.

To the second cross interrogatory he saith, that to the best of his recollection, said Page did read the whole of the written demand presented to him, and which is annexed and marked A; that the deponent may have read some portions thereof aloud to said Page; of this, however, he is not certain.

To the third cross interrogatory he saith, that he has no recollection that said Page appeared more excited than is usual with him, when conversing on subjects in which he feels interested. Nor did he manifest any indignation at the demand being made. The deponent further saith, he met said Page in the street; informed him that he was directed to make a demand of him in behalf of said Stearns, and suggested that he had better step into the deponent's office, and look over

the demand in writing, and acknowledge the same over his hand, in order to avoid unnecessary publicity; to which the said Page assented with apparent cheerfulness.

To the fourth cross interrogatory he saith, that according to his best recollection said Page did deny that he had any property in his hands belonging to the estate of his brother John O. Page, deceased, which he ought to account for, except so far as his denial may be considered as qualified by his remarks in relation to the brig Emeline, as stated in answer to the fifth interrogatory direct.

To the fifth cross interrogatory he saith, to the best of his recollection he did not.

To the sixth cross interrogatory he saith, that he can answer no further than he has already done in his answers to the fourth cross interrogatory and the fifth direct interrogatory.

S. W. ROBINSON.

KENNEBEC, *ss:*

On this ninth day of June, in the year of our Lord eighteen hundred and forty-three, Sylvanus W. Robinson, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken pursuant to the foregoing commission.

HENRY W. PAINE.
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

A.

HALLOWELL, *May* 26, 1838.

R. K. PAGE, esq.

DEAR SIR: I am instructed by Mr. George B. Stearns to give you notice, that he, in right of his wife, claims of you a very large amount as due from you to the estate of your late brother, Mrs. Stearns' father, and that unless the matter can be amicably and satisfactorily adjusted between you, he intends forthwith to institute legal proceedings in the circuit court of the United States against you, having retained Mr. Sprague, of Boston, for that purpose. I am instructed to demand of you, in behalf of Mr. Stearns and his wife, one half of all that is due, or would be due, on a fair settlement between you and the estate, going back to the time of your brother's death, and making a re-examination of all accounts then existing between you, and all transactions between you and the administratrix subsequent to her appointment.

Mr. Stearns had no knowledge of the state of the accounts, until he was appointed administrator *de bonis non* in eighteen hundred thirty-four; since then he has examined the papers on file in the probate office, and finds that you have at different times received large sums

from the estate, to which it does not appear that you was entitled. Large claims in favor of the estate were, without any consideration, so far as appears, given up to you by the administratrix. Certain other amounts of property from time to time came into your hands or control, belonging to the estate, which nevertheless has derived no benefit therefrom. Other property in your hands at your brother's decease was retained by you to your own use, and never accounted for, or delivered to the administratrix.

Losses were incurred to large amount by the mismanagement of the administratrix, for which Mr. Stearns claims to hold you responsible as one of her sureties.

These are the views Mr. Stearns takes of the case, and I now, in his behalf, and as his attorney, demand of you an explanation and settlement of all accounts between you and the estate of your brother John O. Page, esquire. The following statement embraces the most prominent items of his claim against you, but there are some others which require explanation:

1st. At your brother's decease, you had in your possession certain property, represented as belonging to a firm composed of your brother and yourself; only five-eighths of this was accounted for to the administratrix. Mr. Stearns finding no evidence nor any reason to believe that you were a partner with your brother, claims to hold you responsible for the other three-eighths of this property, with interest on the amount, over twelve thousand dollars.

2nd. In the accounts rendered by the administratrix to the court of probate, there are several large sums charged as having been paid to you, and which Mr. Stearns now claims to have refunded by you, with interest, as having been received by you without any adequate consideration, viz:

In accounts settled August 25, 1812.

Paid Rufus C. Page's bill, - - - -	$4,220 14
" " " - - - -	194 39
12 notes of hand inventoried, signed by Rufus K. Page, but given up on settlement - - - -	10,494 64
	14,909 17

In accounts settled October 12, 1813.

Paid Rufus K. Page's bill - - - -	2,009 05
" Interest to Rufus K. Page - - - -	91 47

In accounts settled October, 31, 1815.

Paid Rufus K. Page, as per his account - -	258 70
	$17,268 39

3d. In accounts settled October 31, 1815, the administratrix charges a loss of $2,013\frac{38}{100}$ being five-eighths of Gardner Brown's note, secured

by mortgage to you; you having had the whole benefit of the mortgage, Mr. Stearns claims of you the amount and interest.

4th In the accounts settled at the probate office, certain allowances are claimed by the administratrix, for payments to sundry persons, for sums credited by mistake, and for certain debts adjudged uncollectable. Among the items which Mr. Stearns considers objectionable, and for which he claims to hold you responsible, are the following:

Paid Caleb Steven's balance of account - - -		$1,589 81
Caleb Steven's note given up to him on settlement, -		1,938 97
Allowance to B. Page of N. Greeby's note, - -		176 46
Paid deceased's note to L. & K. Bank, - - -		9,000 00
Asher Spaulding's note (secured by mortgage,) considered uncollectable, - - - - - -		316 25
Paid Munson & Barnard's account, -	$275 79	
Error in crediting cash received of Munson & Barnard, - - - -	1,256 75	
Error in crediting cash received of N. Gilman, jr., - - - -	93 06	1,625 60
		$14,647 09

5th. One-half of the brig Emeline was inventoried at three thousand dollars. It is said that the brig was afterward sold by you at eight thousand dollars. He now calls on you to account for one-half the proceeds and interest from the time of sale.

6th. Mr. Stearns calls on you for the value of the ship Horatio, as inventoried, (less the amount finally received for her,) considering that the loss on that ship was chargeable to the mismanagement of the administratrix, and ought not to be borne by the heirs.

7. Mr. Stearns claims to hold you responsible for any further items of property belonging to the estate which cannot be satisfactorily accounted for on a full and fair settlement and examination.

In Mr. Stearns' behalf, I now request a full explanation of all the accounts relating to said estate, and particularly of the foregoing items; and also payment for all balances due from you to the said estate, with interest.

Yours, very respectfully,

(Signed) S. W. ROBINSON.

May 29, 1838.—I acknowledge that I have this day received of S. W. Robinson a paper, of which the foregoing is a copy, and that a demand of settlement, as therein stated, has been made of me.

RUFUS K. PAGE.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of John T. P. Dumont, to the interrogatories annexed to the foregoing commission, and to the cross interrogatories annexed to the same.

To the first interrogatory he saith: That he was forty-one years old last March; that he is by profession a lawyer; that he came to the town of Hallowell, in the county of Kennebec, in the year eighteen hundred twenty-six, where he has since resided.

To the second interrogatory he saith: That he does know the parties to this suit; that he never saw John O. Page, deceased, and never had any acquaintance with his widow.

To the third interrogatory he saith: That he was intimately acquainted with said Thomas Bond, esquire; that he entered said Bond's office as a student, when he came to Hallowell, in eighteen hundred twenty-six, and there remained until said Bond's decease; said Bond was a man of eminent respectability and probity, and was so esteemed in the community.

To the fourth interrogatory he saith: That, while in the office of said Bond, he received a letter from his guardian in Boston; that a part of this letter he read to said Bond, and took occasion to express his gratitude for the very faithful manner in which his affairs had been managed; which led Mr. Bond to remark, in substance, that all wards were not equally fortunate; that it made a great difference who might have the control of the estate of a deceased, and of his minor children; and that the heirs of John O. Page would have had a much larger property if his estate had been fairly settled. That he gives the substance of said Bond's remarks without pretending to set forth his language; that said Bond called no names, and did not implicate any particular individual as guilty of dishonesty or mismanagement, as he now recollects.

To the fifth interrogatory he saith: That said Bond did say that right and justice had not been done to the children and heirs of John O. Page; but by whom, he will not, after the great lapse of time, positively state, though his strong impression is that said Bond referred to Rufus K. Page. That said Bond's usual manner was mild and quiet; that he was not in the habit of using strong expressions; that he will not undertake to say how frequent or earnest were his allusions to this subject, but they left a very strong impression on the mind of deponent.

To the sixth interrogatory he saith: That he can answer no further than he has already done in his answer to the fifth interrogatory.

To the seventh interrogatory he saith: That he did continue on intimate, friendly, and confidential terms with said Bond to the time of his death, and that he was with him up to that period. How long before his decease he made allusion to the settlement of said John O. Page's estate he does not recollect.

To the eighth interrogatory he saith: That he doth not know of any matter or thing, other than already stated, which he supposes to be material to the subject of his examination, or of benefit or advantage to the parties, or either of them.

To the first cross interrogatory he saith: That said Bond had married a sister of John O. Page before the deponent knew him.

To the second cross interrogatory he saith: That said Bond mani-

by mortgage to you; you having had the whole benefit of the mortgage, Mr. Stearns claims of you the amount and interest.

4th In the accounts settled at the probate office, certain allowances are claimed by the administratrix, for payments to sundry persons, for sums credited by mistake, and for certain debts adjudged uncollectable. Among the items which Mr. Stearns considers objectionable, and for which he claims to hold you responsible, are the following:

Paid Caleb Steven's balance of account - - -		$1,589 81
Caleb Steven's note given up to him on settlement, -		1,938 97
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Paid deceased's note to L. & K. Bank, - -		9,000 00
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Error in crediting cash received of Munson & Barnard, - - - - -	1,256 75	
Error in crediting cash received of N. Gilman, jr., - - - - -	93 06	1,625 60
		$14,647 09

5th. One-half of the brig Emeline was inventoried at three thousand dollars. It is said that the brig was afterward sold by you at eight thousand dollars. He now calls on you to account for one-half the proceeds and interest from the time of sale.

6th. Mr. Stearns calls on you for the value of the ship Horatio, as inventoried, (less the amount finally received for her,) considering that the loss on that ship was chargeable to the mismanagement of the administratrix, and ought not to be borne by the heirs.

7. Mr. Stearns claims to hold you responsible for any further items of property belonging to the estate which cannot be satisfactorily accounted for on a full and fair settlement and examination.

In Mr. Stearns' behalf, I now request a full explanation of all the accounts relating to said estate, and particularly of the foregoing items; and also payment for all balances due from you to the said estate, with interest.

Yours, very respectfully,

(Signed) S. W. ROBINSON.

May 29, 1838.—I acknowledge that I have this day received of S. W. Robinson a paper, of which the foregoing is a copy, and that a demand of settlement, as therein stated, has been made of me.

RUFUS K. PAGE.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of John T. P. Dumont, to the interrogatories annexed to the foregoing commission, and to the cross interrogatories annexed to the same.

To the first interrogatory he saith: That he was forty-one years old last March; that he is by profession a lawyer; that he came to the town of Hallowell, in the county of Kennebec, in the year eighteen hundred twenty-six, where he has since resided.

To the second interrogatory he saith: That he does know the parties to this suit; that he never saw John O. Page, deceased, and never had any acquaintance with his widow.

To the third interrogatory he saith: That he was intimately acquainted with said Thomas Bond, esquire; that he entered said Bond's office as a student, when he came to Hallowell, in eighteen hundred twenty-six, and there remained until said Bond's decease; said Bond was a man of eminent respectability and probity, and was so esteemed in the community.

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To the fifth interrogatory he saith: That said Bond did say that right and justice had not been done to the children and heirs of John O. Page; but by whom, he will not, after the great lapse of time, positively state, though his strong impression is that said Bond referred to Rufus K. Page. That said Bond's usual manner was mild and quiet; that he was not in the habit of using strong expressions; that he will not undertake to say how frequent or earnest were his allusions to this subject, but they left a very strong impression on the mind of deponent.

To the sixth interrogatory he saith: That he can answer no further than he has already done in his answer to the fifth interrogatory.

To the seventh interrogatory he saith: That he did continue on intimate, friendly, and confidential terms with said Bond to the time of his death, and that he was with him up to that period. How long before his decease he made allusion to the settlement of said John O. Page's estate he does not recollect.

To the eighth interrogatory he saith: That he doth not know of any matter or thing, other than already stated, which he supposes to be material to the subject of his examination, or of benefit or advantage to the parties, or either of them.

To the first cross interrogatory he saith: That said Bond had married a sister of John O. Page before the deponent knew him.

To the second cross interrogatory he saith: That said Bond mani-

fested a deep interest in the welfare of the children of John O. Page; but whether he was much attached to his widow, or was on terms of constant and familiar intercourse with her, he does not know.

To the third cross interrogatory he saith: That he does not know how far said Bond lived from Mrs. Page's prior to the year eighteen hundred nineteen and eighteen hundred twenty.

To the fourth cross interrogatory he saith: That he has reason to believe that said Bond was the legal adviser of said Sarah Page, but how far she relied upon him he is unable to state.

To the fifth cross interrogatory he saith: That said Bond was uniformly and scrupulously faithful to his clients, and to those who relied on him for aid and assistance.

To the sixth cross interrogatory he saith: That he does not know that said Bond was one of the sureties on the administration bond of said Sarah, and that he never heard him say that he was, as he now recollects.

To the seventh cross interrogatory he saith: That he does not know that said Bond was one of the sureties on said Sarah's bond as guardian to her children, nor has he heard him say that he was.

To the eighth cross interrogatory he saith: That Mr. Bond was a man of eminently peaceful disposition, as well as a man of the strictest probity; that he would not do a wrong, nor permit one to be done by others, where he had the power to prevent it without occasioning serious family disturbances.

To the ninth cross interrogatory he answers in the negative.

JOHN T. P. DUMONT.

KENNEBEC, *ss:*

On this third day of July, in the year of our Lord eighteen hundred and forty-three, John T. P. Dumont, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the answers aforesaid by him subscribed in my presence, and taken pursuant to the foregoing commission; said answers were reduced to writing by me.

HENRY W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

UNITED STATES OF AMERICA,

Maine district, ss: first circuit:

The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of May, in the [L. S.] year of our Lord one thousand eight hundred and forty-three; to Henry W. Paine, of Hallowell, in said district, esquire:

Know ye, that, reposing confidence in your wisdom, prudence, and

fidelity, we have appointed, and, by these presents, do authorize and empower you, to take the answers to the interrogatories hereunto annexed of S. C. Whittier, John Locke, or Samuel Locke, John Davis, G. Gilman, O. Talpey, J. L. Hovey, J. A. Stanley, B. F. Page, O. Dummer, Sally Page, and W. H. Page, junior, witnesses to be produced and examined in behalf of the plaintiff, to be used in a certain cause now pending in said court, wherein George B. Stearns, administrator, is plaintiff in equity, against Rufus K. Page, defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses as aforesaid to be brought before you, and each witness, while present before you, to examine carefully on oath, touching the premises. And when you shall have taken the examination as aforesaid, to reduce, or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same so taken and subscribed to return, together with this commission, and your doings herein enclosed, sealed, and directed, to the circuit court aforesaid, next to be holden at Portland, on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness the honorable Roger B. Taney, at Portland, this tenth day of July, in the year of our Lord one thousand eight hundred and forty-three.

J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, administrator in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Simeon C. Whittier, John Locke, or Samuel Locke, John Davis, Gideon Gilman, Oliver Talpey, Thomas L. Hovey, Julia A. Stanley, Benjamin F. Page, to be examined as witnesses on behalf of the plaintiff.

1. What is the age, occupation, and business and residence of the witnesses; whether witnesses formerly lived at or near Hallowell, and how long; whether they knew John O. Page, formerly of Hallowell; and whether they are acquainted with the defendant?

2. Whether they know the store in Hallowell formerly owned by John O. Page, and since his death occupied by the defendant; whether there was a sign upon it previous to, and up to the time of, the death of said John O. Page, and what the same was; whether or not of the said *John O. Page;* whether or not the witness has a clear, distinct, and positive recollection of the same; and let the witness state when first, and to what time, and how long, he recollects, if he does recollect, the same to have been up?

3. If the witness was not always a resident in Hallowell, let him state when he first went there, and what was then his employment, and what means or opportunities he had of knowing what he may testify to?

4. Whether there was the sign of Rufus K. Page on the said store at any time before the death of said John O. Page, and whether the sign of the said Rufus was put up afterwards, and how soon after, and when? Let the witness here also state, with the same certainty and distinctness, according to his best knowledge and positive recollection of the same?

Further interrogatories to said Gideon Gilman, Thomas L. Hovey, John Davis.

5. Whether or not the said Rufus K. Page was, at the time enquired of, a young man acting as a clerk to said John O. Page, and whether or not he then was, or was regarded as a person of any property?

Further interrogatory in particular to said Thomas L. Hovey.

7. Whether he knew Mrs. Sarah Page, widow of said John O. Page, and whether or not she complained of the defendant in the management of the estate of said John O. Page, and that he had taken or got any considerable part of the same into his hands; whether or not the witness was present at any conversation or remarks to this effect from Mrs. Page when said Rufus was present, and in what manner she expressed herself on that subject in that respect?

Interrogatories to Increase W. Page, to be examined as a witness on behalf of the plaintiff.

1. Propose to said witness the first and former interrogatories to said Simeon C. Whittier and others, respecting the sign over the store of said John O. Page, so far as he knows and remembers respecting the same?

2. Whether said Rufus K. Page claimed the brig Emeline, or such part of her as formerly belonged to the said John O. Page, after the decease of said John O. Page, as belonging to him, the defendant; and when, how, in what way, whether under a will or alleged will of said John O. Page; and whether defendant ever set up that he had purchased or paid for the same; and to state fully how, and what he knows thereof?

Interrogatory to all the witnesses named in this commission.

Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same, fully and at large, in your answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

June 15, 1843.

Defendant's counsel objects to so much of the fifth direct interrogatory as enquires whether "defendant was regarded as a person of any property;" also to so much of the seventh direct interrogatory as enquires of the deponents about any conversation or declaration of Sarah

Page, made when the said Rufus was not present; also to so much of the second direct interrogatory put to Increase W. Page as refers to the brig Emeline, on the ground that plaintiff has no title to the same, and that the same is wholly irrelevant—

And propounds the following cross interrogatories to said Whittier and others:

1. Can you state, with any certainty, the time when the sign of Rufus K. Page was first placed over the door of the store; and can you state that it was not placed there long before the decease of said John?

2. Is it not a very general practice among merchants where a new and younger person is taken into the copartnership, or joined with an elder person already in trade, to have the sign of the elder person still remain over the door?

3. Were or not both signs, viz., that of John Odlin Page and of Rufus K. Page both up, during several years, at the same time, before the decease of the said John?

4. Cross interrogatory to be put to Gideon Gilman: Were you or not sealer of weights and measures in Hallowell in the year eighteen hundred eight or eighteen hundred nine or ten; did you or not seal those in the said store, and at what time, and to whom did you charge your fees to; did you also make a salt binn for said store in one of those years; and if so, when, and to whom did you charge the same?

RUFUS K. PAGE,
By F. ALLEN, *his solicitor*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Owen Dummer, to be examined as a witness in behalf of the plaintiff.

1. What is his age, occupation, present and former place of residence; and whether, and how long, he lived and was acquainted in Hallowell?

2. Whether he knew John O. Page, formerly of Hallowell; how early, and how long he was acquainted with him; what means and opportunities he had of knowledge and acquaintance with him; whether he was connected with him by any relationship; whether or not his acquaintance with said John O. Page was friendly and intimate so long as the latter lived, or until his last departure for Europe; and whether or not the witness was in constant or frequent habits of intercourse with the family of said John O. Page?

3. Whether or not the witness was acquainted with the state of said John O. Page's business and affairs as well as people in general; whether or not the business in which he was concerned was done upon his own capital and credit; and he was generally considered to have left his family independent?

4. Whether the witness knows the defendant; whether the defendant

was ever known, considered, or understood to be a copartner in trade or business with said John O. Page, in the store formerly owned by the latter, or otherwise; whether the witness ever had any reason to suppose or believe that there was any such real copartnership, or ever heard the defendant spoken of as a partner, in the lifetime of said John O. Page, or know any circumstance, or heard any intimation of the existence of such a partnership?

5. Whether or not the defendant acted as a clerk in the store of said John O. Page, and was such up to the time the latter went to Europe; whether or not the said defendant was known or considered to act or be in any other capacity, in regard to said John O. Page, during the latter's life?

6. Whether or not the defendant was, or was considered to be, a person of any property during the life of said John O. Page; and whether or not, upon the death of the latter, or how soon after, he took charge of the principal part of the business of said John O. Page, and commenced business himself upon a large scale; and whether he went into and exercised apparent ownership of considerable property?

7. Whether the witness was related to, and well knew Mrs. Sarah Page, widow of said John O. Page; whether or not she was conversant with matters of business, or knew much about the management of pecuniary affairs; whether or not she was a woman of confiding disposition, and depended on and trusted much to the defendant in the management of the affairs of said estate; and whether or not she placed such confidence in the defendant for some time, and to what extent?

8. Whether or not Mrs. Page subsequently became dissatisfied with the doings of the defendant in regard to the management of those affairs, and avowed and expressed the same openly and distinctly, and how and to whom she so expressed the same? Whether the witness saw her frequently after the death of her husband, and conversed with her about the business of said estate, and whether or not the defendant was sometimes present? Whether or not she expressed her anxiety about the issue of the affairs under his management, and fears about the future welfare of her children in that respect, and that they would thereby be deprived of their property? Let the witness state particularly as above inquired of.

Lastly. Whether the witness knows, or can set forth any other matter or thing which may be a benefit or advantge to the parties at issue in this cause, or either of them, or that may be material to the subject of the present examination, or the matter in question in this cause? If yea, let him set forth the same fully and at large in his answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

Cross interrogatories put to Owen Dummer in the case of George B. Stearns, plaintiff, vs. Rufus K. Page.

Defendant's counsel *objects* to so much of the third direct interrogatory as relates to the question how it was "generally considered that John O. Page left his family."

Also, to so much of the fourth direct interrogatory as relates to the fact "whether defendant was ever considered or understood to be a copartner," and to deponent's stating any information derived merely from hearsay.

Also, to so much of the fifth interrogatory as relates to the question how the defendant was considered to act in the store, and in what capacity.

Also, to so much of the eighth direct interrogatory as relates to any and all declarations of Sarah Page made in the absence of said Rufus, which this defendant objects to. And the defendant then propounds the following *cross interrogatories*.

1. Are you a son of the late Nathaniel Dummer, esquire, of Hallowell? And was he the father-in-law of said Sarah Page?

2. Whether he, said Nathaniel, was upon very intimate and friendly terms with said John O. Page during his lifetime, and had an intimate knowledge of his affairs? Whether the said Nathaniel did not take a very deep and strong interest in the welfare, and in all the business concerns of said Sarah Page, after the decease of said John?

3. Was not the said Nathaniel an able, shrewd, and intelligent merchant and shipholder, and did he carry on said business up to the time and after the decease of the said John O. Page, and did he not carry on a store in Hallowell, and was you a copartner with him therein?

4. Was not the said Nathaniel a frequent or constant adviser of the said Sarah, after the death of her husband? And did she or not very frequently call at his house, and confer with him in relation to all her business affairs.

5. Whether the parental care of said Nathaniel was not particularly and efficiently exerted during the whole period in which her administration accounts were in progress of settlement, viz: during the years eighteen hundred twelve, thirteen, and fourteen.

RUFUS K. PAGE,
By his solicitor, F. ALLEN.

Further interrogatories to Owen Dummer.

9. Whether or not he knows of any, and if so, what part of the personal property or estate of said John O. Page, being taken and appropriated by said Rufus K. Page as his own? Whether or not he knows any thing respecting the disposition and appropriation of the one-half of the brig Emeline, belonging to said estate? Whether or not the same was immediately, or how soon after, the news of the death of said John O. Page, taken possession of, and claim of ownership thereof exercised by said Rufus K. Page? And let the witness state what he knows respecting the claim and appropriation thereof by said Rufus K. Page.

10. Whether or not he knows of any, and if so, of what part of the personal estate of said John O. Page being taken and received by said Sarah Page as her share thereof, to her own use and account? Whether or not the said Sarah so took and received the ship Horatio, or the part

of said ship belonging to said estate? Whether or not the same was managed by said Rufus K. Page, and in what manner or to what effect? And whether or not the same eventually became a total loss?

11. Whether the heirs of said John O. Page were minors at the time of his death, and whether he knows when they respectively came of age? And when the son, John O. Page, jr., died; and when Mrs. Sarah Page, the widow, died? Let the witness ascertain according to the best of his knowledge, information, and belief.

12. If the declarations of said Nathaniel Dummer be admissible, as inquired of by the defendant in his cross interrogatories, (the same being objected to, only provided the similar objections made to like inquiries of the plaintiff in regard to declarations of Thomas Bond, &c., should be sustained, and not otherwise;) interrogate whether the said Nathaniel Dummer was not very much dissatisfied with the doings of said Rufus K. Page in regard to the estate of said John O. Page, and blame his management thereof, and thought that the said Rufus had wronged the estate? And whether or not the said Nathaniel Dummer so declared and expressed himself, or to that effect; and let the witness state fully and particularly all he knows respecting the same.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

The defendant in the case of George B. Stearns, plaintiff in equity, vs. Rufus K. Page, objects to the deponent's stating any matter or thing touching the brig Emeline, or any part thereof, as inquired by the ninth direct interrogatory, on the ground that said plaintiff has no title thereto, nor any right to interrogate deponent as to the same.

Defendant also objects to deponent's stating any matter or thing touching the ship Horatio, or to said Sarah Page's management of the same, on the same ground as in last objection, and that plaintiff has no legal concern with the same.

Defendant also objects to deponent's stating any declarations of the said Nathaniel Dummer made in the absence of said Rufus K. Page.

RUFUS K. PAGE,
By his solicitor, F. ALLEN.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Increase W. Page to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is sixty-five years old; that he is by occupation a house joiner; that he resides in the town of Hallowell, where he has lived since seventeen hundred ninety-three; that he was well acquainted with John O. Page, formerly of Hallowell, and is also acquainted with the defendant.

To the second interrogatory he saith, that he knows the store in Hallowell formerly owned by the said John, and after his decease oc-

cupied by the defendant; that he cannot say whether the sign of John O. Page was on the store up to the time of his decease or not; but his impression is that it was.

To the third interrogatory he saith, that he came to Hallowell in the fall of seventeen hundred ninety-three, when he commenced his apprenticeship at the trade of house joiner.

To the fourth interrogatory he saith, that he cannot state whether the sign of Rufus K. Page was on the store before the decease of his brother or not.

To the fifth interrogatory he saith, that shortly after the death of John O. Page, he heard a conversation between the said Rufus and the late Judge Nathaniel Dummer about the brig Emeline; that said Rufus claimed the said brig, or part of her, by virtue of an instrument made by the said John just prior to his decease in England, and of a previous agreement between him and the said John; and that said Dummer contended that the brig belonged to the estate of said John.

To the general interrogatory he saith, that he does not know of any other matter or thing as he believes can be a benefit or advantage to the parties at issue in this cause, or either of them, or that (is) material to the subject of his examination, or the matters in question in this cause.

To the first cross interrogatory the deponent saith, that he cannot state with any certainty the time when the sign of Rufus K. Page was first placed over the door of the store; that he cannot state positively that it was not placed there before the decease of the said John—but it is his impression that it was not.

To the second cross interrogatory he saith, that it is the general practice.

To the third cross interrogatory he saith, that he cannot state that both signs were not up for several years before the death of the said John; but it is his impression, that the sign of Rufus K. Page was not up till after his brother's decease.

INCREASE W. PAGE.

KENNEBEC, *ss:*

On this twenty-first day of July, in the year of our Lord eighteen hundred forty-three, Increase W. Page, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE, *Commissioner*.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Simeon C. Whittier to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is sixty-two years old, is by occupation a merchant, and that he resides in Hallowell, in the county of Kennebec; that he came to Hallowell in the fall of eighteen hundred seven, where he has lived ever since, with the exception of three years; that he did know John O. Page, formerly of Hallowell, and is acquainted with the defendant.

To the second interrogatory he saith, that he knows the store formerly occupied by John O. Page, and since his death occupied by the defendant; that when he came to Hallowell in the fall of eighteen hundred seven, there was the sign of John O. Page on the store; that whether or not the sign remained there till *till* the decease of said Page, he cannot state.

To the third interrogatory he saith, that he came to Hallowell in the fall of eighteen hundred seven, and commenced business as a druggist in June, eighteen hundred eight, in a store not more than thirty rods from the store of said John O. Page; that he continued in his said store as a druggist two years, when he removed into a store still nearer the store of said Page, where he remained one year, and that he then moved into a store still nearer to said Page's store.

To the fourth interrogatory he saith, that it is his strong impression that the sign of Rufus K. Page was not on the store till after his brother's decease; but of this he cannot speak positively, nor can he state with certainty when the sign of said Rufus K. Page was first put up.

To the general interrogatory he saith, that he does not know of any other matter or thing which, as he believes, can be a benefit or advantage to the parties at issue in this cause, or either of them, or material to the subject of this his examination, or the matters at issue in this cause.

To the first cross interrogatory he saith, that he cannot state with any certainty the time when the sign of Rufus K. Page was placed over the door of the store, nor that it was not placed there before the decease of said John.

To the second cross interrogatory he saith, that he is not aware that such has been the general practice.

To the third cross interrogatory he saith, that he has no recollection of seeing the two signs on the store at the same time.

S. C. WHITTIER.

KENNEBEC, *ss:*

On this twenty-fifth day of July, in the year of our Lord eighteen hundred and forty-three, Simeon C. Whittier, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE, *Commissioner*.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Samuel Locke to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is fifty-eight years old; that he was for many years employed as a schoolmaster, but just at present has no particular employment; that he has lived in Hallowell thirty-three years, where he still resides; that he did not know John O. Page, deceased, but is acquainted with the defendant.

To the second interrogatory he saith, that he does know the store formerly occupied by John O. Page, and since his decease by the defendant; that in the latter part of September, eighteen hundred ten, or the forepart of the next October, he distinctly recollects of passing by that store in company with several young men of his acquaintance, and seeing a sign on the store bearing the name of John O. Page; and he recollects of inquiring at the time if it was the same Mr. Page that was president of the bank—the deponent at that time having recently come to Hallowell; that he distinctly recollects seeing the same sign on the store in the course of the next spring, and that said sign was removed in the course of the last spring or summer following.

To the third interrogatory he saith, that he first came to Hallowell in September, A. D. eighteen hundred ten; he was then employed in teaching school, in which business he was engaged for sixteen years, in the village of Hallowell.

To the fourth interrogatory he saith, that he never saw the sign of Rufus K. Page on the store till after news was received of his brother's decease; that he distinctly recollects of being in the north reading room in Hallowell when the intelligence was received and announced; that he had occasion in going to and from the school he was teaching to pass by the store of Mr Page; that he recollects distinctly of noticing the change of signs; that is, the substitution of the sign of Rufus K. Page for that of John O. Page; but how long after the death of said John O. this change was made, he cannot positively state.

In answer to the general interrogatory, the deponent saith, that he does not know of any other matter or thing which, as he supposes, can be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this his examination, or the matters in question in this cause.

To the first cross interrogatory he saith, that he cannot state the exact time when the sign of Rufus K. Page was placed over the door of said

store; but is certain that he never saw it there till after the decease of said John.

To the second cross interrogatory he saith, that it is.

To the third cross interrogatory he saith, that he has no knowledge that the sign of Rufus K. Page was on the store before his brother's decease.

SAM. LOCKE.

KENNEBEC, *ss:*

On this nineteenth day of July, in the year of our Lord eighteen hundred and forty-three, Samuel Locke, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of John Davis to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is fifty-seven years old; that he is principally engaged in farming and lumbering; that he resides in Hallowell, where he has lived since the spring of eighteen hundred four; that he did know John O. Page, formerly of Hallowell, and that he is acquainted with the defendant.

To the second interrogatory he saith, that he knows the store in Hallowell formerly owned by John O. Page, and since his death occupied by the defendant; that there was upon said store, from the spring of eighteen hundred four, and up to the time of the death of John O. Page, a sign with the name of John O. Page thereon, and that of this he has a distinct, clear, and positive recollection; that he recollects that said sign remained till after news came of said John's decease; that he cannot state positively how long after this event the sign remained, but he thinks about six months.

To the third interrogatory he saith, that he came to Hallowell the twenty-seventh day of March, A. D. eighteen hundred four; that he was first employed in lumbering as a hired man; the next season was employed in the same business on his own account; that from time to time he furnished timber for the repair of said John O. Page's vessels; that the very day the said John left Hallowell for England, or the day preceding, he settled a bill the deponent had against him, by giving him his note for the amount.

To the fourth interrogatory he saith, that the sign of Rufus K. Page was not on said store before the death of said John, to his knowledge; that it was there after said John's decease, but how long after it was put up, he cannot positively and precisely state.

To the general interrogatory he saith, that he knows of no other matter or thing which, as he supposes, can be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this his examination, or the matters in question in this cause.

To the first cross interrogatory he saith, that he cannot state the exact time when the sign of Rufus K. Page was first placed on the store; that his decided impression is, that it was about six months after his brother's decease; and that he is positive it was not on the store before his brother's decease.

To the second cross interrogatory he saith, that, according to his observation, it is the general practice.

To the third cross interrogatory he saith, that both signs were not on the store before the decease of said John.

JOHN DAVIS.

KENNEBEC, *ss:*

On this twenty-eighth day of July, in the year of our Lord eighteen hundred forty-three, John Davis, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843.

Fifth day of term, opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Gideon Gilman to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is seventy-three years old; that he has followed the occupation of a glazier; that he lives in Hallowell, where he has resided fifty-eight years; that he knew John O. Page, formerly of Hallowell, and is acquainted with the defendant.

To the second interrogatory he saith, that he knows the store formerly owned by John O. Page, and since his death occupied by the defendant; that previous to the death of said John there was a sign upon said store bearing the name of John O. Page; that he cannot state when that sign was first placed there, but it was a number of years before said

John's decease, and it remained there till after news was received of said John's decease.

To the third interrogatory he saith, that he first came to Hallowell in May, seventeen hundred eighty-five, and has ever since resided in the village of Hallowell, and always within a quarter of a mile of said Page's store, which he had frequent occasion to pass.

To the fourth interrogatory he saith, that he has no recollection of seeing the sign of Rufus K. Page on said store before the death of said John O; that he does recollect of seeing the sign of said Rufus on the store within a few months after, but the exact time when said sign was put up he cannot state. The deponent further saith, that he is quite confident he should have seen the sign of said Rufus, if placed on the store before his brother's decease; should have noticed it, and should now recollect it.

To the fifth interrogatory he saith, that he does not know whether said Rufus was or was not acting as a clerk to said John O. Page, prior to the decease of the latter, but supposed at the time he was acting in that capacity; said Rufus at the time was a young man, reputed to be worth some five or six hundred dollars.

To the general interrogatory he saith, that he does not know of any other matter or thing which, as he believes, can be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of his examination, or the matters in question in this cause.

To the first cross interrogatory he saith, that he cannot certainly state when the sign of said Rufus K. Page was first placed on the store, but he is very confident it was not placed there till after said John's decease.

To the second cross interrogatory he saith, that it is the common practice.

To the third cross interrogatory he saith, that he is confident they were not.

To the fourth cross interrogatory he saith, that he was sealer of weights and measures in Hallowell, in the years eighteen hundred eight, eighteen hundred nine, and eighteen hundred ten, and for the past forty years; that he did seal the weights and measures in said store about every year till said John's death, and always charged his fees to the said John; that he has no recollection of making a salt bin for said store; that he used to repair the salt bin in said store before the death of said John, and always charged his services to him; that he does not recollect when, for the last time, he repaired said salt bin, but thinks it was several years before the death of said John.

GIDEON GILMAN.

KENNEBEC, *ss:*

On this twentieth day of July, in the year of our Lord eighteen hundred and forty-three, the aforesaid deponent, Gideon Gilman, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid

by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843.

Fifth day of term, opened agreeably to order for publication.
Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Oliver Talpey to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is fifty-three years old; that he is by occupation a house carpenter; that he resides in Hallowell, in the county of Kennebec, where he has lived since he was fourteen years of age; that he was well acquainted with the said John O. Page, and is also acquainted with the defendant.

To the second interrogatory he saith, that he knows the store formerly owned by John O. Page, and since his decease occupied by the defendant; that there was previous to and up to the time of the decease of the said John, a sign over the door of the store with the name of John O. Page thereon; that he has a distinct recollection of this; that he cannot state when he first saw the sign there; that it remained there after the said John's decease, but exactly how long after he cannot state.

To the third interrogatory he saith, that he came to Hallowell in eighteen hundred and four, and then went to learn his trade with one William Matthews, of Hallowell; that his master, the said Matthews, and himself were frequently in the employ of said John O. Page up to the time of his decease.

To the fourth interrogatory he saith, that he does not recollect of seeing the sign of Rufus K. Page on the store before his brother's death; nor does he recollect when the same was placed on the store.

To the general interrogatory he saith, that he does not know of any other matter or thing which, as he supposes, can be a benefit or advantage to the parties at issue in this cause, or either of them, or that can be material to the subject of this his examination, or matters in question in this cause.

To the first cross interrogatory he saith, that he cannot state with any certainty the time when the sign of Rufus K. Page was first placed on the store; that he cannot say it was not placed there before his brother's decease; but he has no recollection of seeing it before that event, and thinks if it had been there he should have noticed it, as he had frequent occasion to pass by the store.

To the second cross interrogatory he saith, that according to his observation it is.

To the third cross interrogatory he saith, that he has no recollection of seeing any sign over the store before the decease of said John besides that of John O. Page.

OLIVER TALPEY.

KENNEBEC, *ss*:

On this twenty-eighth day of July, in the year of our Lord eighteen hundred and forty-three, Oliver Talpey, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by me reduced to writing, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Thomas L. Hovey to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is seventy-one years old, that he is by occupation a brick-layer, and that he resides in Hallowell, where he has lived since eighteen hundred *ninety-four;* that he knew John O. Page, formerly of said Hallowell, and is acquainted with the defendant.

To the second interrogatory he saith, that he knows the store formerly owned by John O. Page, and after his decease occupied by the defendant; that the sign of John O. Page was placed on the store when it was finished, and remained there till his death; that he has lived for more than forty years in the same house, within half a mile of the said store; that during the lifetime of said John O. Page he was frequently employed by him, and often had occasion to be in said store, and to pass by it.

To the third interrogatory he saith, that he came to Hallowell in July, eighteen hundred *ninety-four;* that he was by occupation a brick-layer at that time.

To the fourth interrogatory he saith, that he has no recollection of seeing the sign of Rufus K. Page on said store before the death of said John O. Page; and he thinks, if such had been the fact, he should have noticed it, and should now recollect it; that he does not recollect how long it was after said John's decease that said Rufus placed his sign on the store.

To the fifth interrogatory he saith, that at the time of his brother's decease, the said Rufus was a young man; that he does not know that up to that time he was acting in the capacity of clerk to his brother, but

he supposed him to be acting in that capacity; that he thinks he was not then regarded as a person of any property.

To the seventh interrogatory he saith, that he did not know Mrs. Sarah Page, the widow of John O. Page; that three or four years after said John's decease, he was called on by the said Rufus to do the mason work on an old house, the property of said John before his decease; that he accordingly went to work upon the house, and getting out of lime, he notified said Rufus, who directed him to stop work until he should have a vessel come in with lime, which he expected in a few days; that a few days after the widow called on him to know why he had stopped work; that he told her it was in consequence of orders from Rufus, who had directed him to wait till his vessel should come with lime; that she thereupon directed him to resume his work, and not have any thing more to do or say with Rufus, and that he had already taken advantage enough of her, and of the estate.

To the general interrogatory he saith, that he knows of no other matter or thing which, as he supposes, may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this his examination, or the matters in question in this cause.

To the first cross interrogatory he saith, that he cannot state with any certainty the time when the sign of Rufus K. Page was placed on the store; that he is very sure the sign was not placed there before the decease of said John.

To the second cross interrogatory he saith, that is the general practice according to his observation.

To the third cross interrogatory he saith, that he is very confident the sign of Rufus K. Page was not on the store till after his brother's death.

THOMAS L. HOVEY.

KENNEBEC, *ss:*

On this twentieth day of July, in the year of our Lord eighteen hundred and forty-three, Thomas L. Hovey, the aforesaid deponent, was examined, cautioned, and sworn agreeably to law, to the answers aforesaid by him subscribed in my presence, and reduced to writing by me, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Justice of the peace and commissioner.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Joseph Owen Dummer to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is sixty-three years old;

that he is by occupation a farmer; that he now resides in Weld, in the county of Franklin, where he has lived since the fall of eighteen hundred thirty-three; that he came to Hallowell in seventeen hundred ninety-three, where he resided till his removal to Weld.

To the second interrogatory he saith, that he was well acquainted with John O. Page, formerly of Hallowell; that the acquaintance commenced very soon after the deponent came to Hallowell, and continued till said Page left Hallowell for England; that said Page married the half sister of the deponent; that the family of deponent's father were in the habit of daily intercourse with the family of the said Page; and that his acquaintance with the said Page was intimate until his final departure for Europe.

To the third interrogatory he saith, that he was acquainted with the state of John O. Page's business and affairs; and, as he supposes, as well as people in general; that his business was done upon his own capital and credit, except for a short time after deponent went to Hallowell, when he was in company with one Bell; and that he was considered to have left his family independent.

To the fourth interrogatory he saith, that he knows the defendant, Rufus K. Page; that to his knowledge the defendant was not known, considered, or understood, to be a copartner in trade or business with said John O. Page, in the store formerly owned by the latter; that he never had any reason to suppose or believe that there was any such copartnership; that he never heard the defendant spoken of as a partner in the lifetime of said John, and never knew of any circumstance, nor heard any intimation of the existence of such a partnership.

To the fifth interrogatory he saith, that he understood the defendant acted as a clerk in the store of said John, and was such up to the time the latter went to Europe; that he was so informed at the time by Harry Page, a brother to the said John and Rufus, and by other members of the family; and that to his knowledge the defendant was not known, or considered to be, or act in other capacity in regard to said John O. Page, during the life of the latter.

To the sixth interrogatory he saith, that he did not consider the defendant to be a person of any property during his brother's life; that after his brother's decease he continued in control of his property till the estate was fully administered; that the store was from time to time replenished with goods, and the vessels employed as they had been during the life of said John; that after the administration was closed, the defendant commenced business for himself upon a pretty large scale, and exercised apparent ownership over considerable property.

To the seventh interrogatory he saith, that he was the half brother of Mrs. Sarah Page, the widow of the said John, and was well acquainted with her; that, in his opinion, she was not much conversant with matters of business at the time of her husband's decease; that he should consider her to be a woman of rather a confiding disposition, and he thinks that,

for a while, she did very much trust to the defendant, in the management of her husband's estate.

To the eighth interrogatory he saith, that after the administration was closed, he heard the said Sarah express fears that the children might be wronged; and further to this interrogatory deponent saith not.

To the ninth interrogatory he saith, that he knows of no part of the personal property or estate of John O. Page being taken by the said Rufus, and appropriated as his own, except the brig Emeline, which said Rufus after his brother's decease did claim and treat as his own; that the defendant claimed the brig pretty soon after the news of his brother's death arrived, and he understood the claim to be under a will of said John.

To the tenth interrogatory he saith, that the said Sarah Page took and received the ship Horatio, belonging to said estate, towards her share thereof; that the same was subsequently managed by the defendant, and disposed of by him, and eventually became an almost total loss.

To the eleventh interrogatory he saith, that the children of John O. Page were minors at the time of his decease; that he does not know when they respectively came of age; that he does not recollect when John O. Page, junior, died; that he thinks the said Sarah Page died in eighteen hundred twenty-nine or thirty, but of this he is not positive; and that he thinks the said John O. Page, junior, died within a year after.

To the twelfth interrogatory he saith, that he does not recollect of hearing Nathaniel Dummer express any dissatisfaction with the doings of the defendant in regard to the management of the estate of John O. Page, or blame his management thereof; that he did hear the said Nathaniel express fears that the children of said John would be wronged; that said Nathaniel was the father of the deponent, and died in eighteen hundred fifteen, and for several of the last years of his life, his mind was much impaired.

To the general interrogatory he saith, that he knows of no other matter or thing which, as he believes, can be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this examination, or to the matters in question in this cause.

To the first cross interrogatory he saith, that he is a son of the late Nathaniel Dummer, esquire, of Hallowell, and that he was the father-in-law of said Sarah Page.

To the second cross interrogatory he saith, that the said Nathaniel was upon intimate and friendly terms with the said John O. Page, and that he thinks the said Nathaniel had an intimate knowledge of his affairs; that for a while after the death of said John, the said Nathaniel did apparently take a deep and strong interest in the welfare and business concerns of said Sarah, after her husband's decease; but said Nathaniel died in eighteen hundred fifteen; for several years before his decease his mind was impaired, so that he was not able to render the said Sarah much assistance.

To the third cross interrogatory he saith, that the said Nathaniel was

a merchant and shipholder, and considered to be able and shrewd; that he was engaged in trade in Hallowell, up to said Page's decease; and that he, the deponent, was a partner with him; but that he did not form this connection with his father till after the decease of said John O. Page.

To the fourth cross interrogatory he saith, that the said Sarah, for a year or more after her husband's decease, was in the habit of calling at the house of said Nathaniel, and conferring with him in relation to her business; and this was her habit till the intellect of the said Nathaniel became impaired.

To the fifth cross interrogatory he saith, that the said Nathaniel did not much advise with the said Sarah during the years eighteen hundred thirteen and eighteen hundred fourteen; and that during those years she did [not] much confide in him by reason of his weakness of mind.

JOSEPH O. DUMMER.

KENNEBEC, *ss:*

On this thirty-first day of July, A. D. eighteen hundred forty-three, Joseph O. Dummer, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the answers aforesaid by him subscribed in my presence, and reduced to writing by me, and taken in pursuance of the foregoing commission.

H. W. PAINE, *Commissioner*.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

I hereby certify, that I have called on Doctor B. F. Page, who informed me that he was so young when the events took place about which he is interrogated, that he could not with any confidence answer the interrogatories, and that he had conversed with his sister, Mrs. J. A. Stanley, and that she would be unable to depose for the same reasons. Mrs. Stanley resides in Farmington, thirty-five miles from Hallowell, where the undersigned resides.

H. W. PAINE, *Commissioner*.

August 1, 1843.

(The above commission to H. W. Paine, esquire, contained also the same interrogatories to Sally Page and William H. Page, that were sent in the ensuing commission to Timothy Childs, esquire. To his return Mr. Paine subjoined the following note.)

Copy.

I hereby certify, that the within named William H. Page I have not seen, but have been informed that he resides out of the State. The within named Sally Page was at Hallowell for a few days, and I called on her and requested her to name an hour when it would be conven-

ient for her to give her answer; but before naming any time she returned to Massachusetts, where she resides.

H. W. PAINE, *Commissioner*.

August 1, 1843.

UNITED STATES OF AMERICA,

Maine district, ss: First circuit.

The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of May, [L. S.] in the year of our Lord one thousand eight hundred and forty-three.

To Timothy Childs and Vincent Mathews, both of Rochester, in the State of New York, esquires, or to either of them respectively.

Know ye, that reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do authorize and empower you to take the answers to the interrogatories hereunto annexed, of Sally Page and William H. Page, junior, proposed to be examined as witnesses on behalf of the plaintiff, to be used in a certain cause now pending in said court, wherein George B. Stearns is plaintiff in equity, and Rufus K. Page defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses as aforesaid to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination as aforesaid, to reduce, or cause the same to be reduced, to writing, and to be subscribed by each of said witnesses in your presence. And the same, so taken and subscribed, to return, together with this commission, and your doings herein enclosed, sealed, and directed to the circuit court aforesaid, next to be holden at Portland on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness, the honorable Roger B. Taney, at Portland, this twenty-fourth day of June, in the year of our Lord one thousand eight hundred and forty-three.

JOHN MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Sally Page and William H. Page, junior, proposed to be examined as witnesses on behalf of the plaintiff.

1. Whether the said Sally is the widow, and the said William is the son, of William H. Page, formerly of Hallowell, deceased; and whether the said William H. Page was a brother of John O. Page, and of Rufus K. Page, the defendant?

2. Whether or not there was found among the papers of the said

William H. Page, after his death, a writing or statement, appearing to be in the handwriting of Thomas Bond, signed by him, purporting that there was property in the hands of said Rufus K. Page which was due to the heirs of the said John O. Page, and which ought, in honor and justice, to be paid or accounted for to them; if yea, where, and by whom, was the same found?

3. When, and by whom, was the said paper mentioned or communicated; if by either of said witnesses, or by any other person, to either of their knowledge, to the said Rufus K. Page for the first time?

4. Was the said paper delivered to the said Rufus K. Page by the said Sally Page? And when? And whether or not it was delivered to him at some time during the year eighteen hundred forty? The deponent is requested to recollect and state as particularly as possible.

5. The said William H. Page, junior, is requested to look at the annexed note addressed to the plaintiff, dated June fifth, eighteen hundred forty-one, and say whether he wrote and signed the same; and whether from looking at the same he is able to recollect more certainly whether, and if so, when it was, within the last year therein mentioned, that the paper before enquired of was found; and when it was given to said Rufus K. Page?

6. Whether or not the said deponent, at the time of finding the said paper and delivering the same to the said Rufus K. Page, knew that a suit was pending between this plaintiff and the said Rufus on account of the said John O. Page's estate?

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

April 25, 1843.

HALLOWELL, *June* 5, 1841.

DEAR SIR: Within the last year there has been found among the papers of the late William H. Page, one, being a statement from the late Mr. Thomas Bond, to the effect that there was due to the heirs of John O. Page, esquire, property which ought, in honor and justice, to have been paid them; the particulars as to amount of property I have forgotten; the paper I refer to having been given to R. K. Page by my mother. Respectfully,

WM. H. PAGE, Jr.

GEO. B. STEARNS, esq., *Hallowell.*

The said Rufus K. Page waives his privilege of putting any cross interrogatories to Sally Page or William H. Page, junior.

By his attorney, F. ALLEN.

Deposition of William H. Page, a witness produced, and sworn, and examined on oath on the sixth day of July, one thousand eight hundred and forty-three, at the law office of Vincent Matthews, in the city of Rochester, State of New York, by us, Vincent Matthews and Timothy Childs, by virtue of a commission issuing out of the circuit court of the

United States for the first circuit, to us, Vincent Matthews and Timothy Childs, directed, for the examination of Sally Page and William H. Page, witnesses in a cause in the said court, pending between George B. Stearns, plaintiff in equity, and Rufus K. Page, defendant.

To the first interrogatory this deponent saith, that he knows the said Sally Page, and knows that she is the widow of William H. Page, formerly of Hallowell, State of Maine; and he knows that the said William H. Page, deceased, was the brother of John O. Page, and of Rufus K. Page, the defendant in the above mentioned suit.

To the second interrogatory the deponent saith, that after the death of the said William H. Page, a paper, such as is described in this second interrogatory, was found among the papers of the said William H. Page; and that such paper was in the handwriting of Thomas Bond; but whether the said paper was signed by the said Thomas Bond, this deponent does not recollect. The deponent further says, that said paper was seen by him in possession of his mother, Sally Page, with other papers belonging to the estate of deponent's father; but where, or by whom it was originally found, this deponent does not know; that, according to the best recollection of this deponent, the said paper purported to be to the effect following, that is to say, that there was due to the heirs of John O. Page property which ought, in honor and justice, to have been paid them.

To the third interrogatory this deponent saith, that he has no knowledge on the subject of this third interrogatory, except from information given to this deponent by his mother, Sally Page, who informed this deponent that she had delivered the said paper to Rufus K. Page.

To the fourth interrogatory this deponent saith, that he has no other answer to give than such as is given to third interrogatory, except that he thinks that his mother informed him, some time between the month of June, eighteen hundred forty, and June, eighteen hundred and forty-one, that she had, previously to the time of giving this deponent that information, communicated said paper to Rufus K. Page.

To the fifth interrogatory this deponent saith, that he did write and sign the note in this interrogatory referred to, but as to the remainder of the fifth interrogatory this deponent cannot answer more particularly than he has done in his answers to the previous interrogatories.

To the sixth interrogatory this deponent saith, as to the first part of said interrogatory he has no other answer to give than such as he has already given; as to the latter part of the sixth interrogatory, as this deponent says, that at the time his mother communicated to this deponent the said paper, he did know that a suit was pending between the plaintiff, George B. Stearns, and the defendant, Rufus K. Page, on account of John O. Page's estate. WILLIAM H. PAGE, Junr.

The above deposition was taken by us, Vincent Matthews and Timothy Childs, on the sixth day of July, eighteen hundred forty-three, and signed by the witness, William H. Page, in our presence, after having been duly sworn.

VINCENT MATTHEWS.
TIMOTHY CHILDS.

MAINE DISTRICT, *ss:*

Cicuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

UNITED STATES OF AMERICA,
Maine district ss: First circuit.

The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of May, in [L. S.] the year of our Lord one thousand eight hundred and forty-three.

To Horatio N. Munson and Marcus H. Mills, of St. Clair county, William Sullivan, of St. Joseph's or Niles, or to either of them respectively, or to any judge of any court of the United States, or any chancellor or judge of any superior court, or any judge of any court of common pleas, within the State of Michigan.

Know ye, that, reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do authorize and empower you to take the answers to the interrogatories hereunto annexed, of Mary Clarke, a witness to be examined on behalf of the plaintiff, to be used in a certain cause now pending in said court, wherein George B. Stearns, administrator, is plaintiff in equity, against Rufus K. Page, defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witness as aforesaid to be brought before you, and while present before you, to examine carefully on oath touching the premises; and when you shall have taken the examination as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by said witness in your presence; and the same so taken and subscribed to return, together with this commission, and your doings herein enclosed, sealed, and directed to the circuit court aforesaid, next to be holden at Portland, on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness the honorable Roger B. Taney, at Portland, this twenty-third day of May, in the year of our Lord one thousand eight hundred and forty-two.

J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, adm'r, plaintiff in equity,
vs.
RUFUS K. PAGE.

Interrogatories to Mary Clark, to be examined as a witness on behalf of the plaintiff.

1. What was formerly her name before marriage; whether or not she was acquainted with John O. Page, formerly of Hallowell, and was connected or intimate in his family; whether or not she resided in it, and how long?

2. Whether she knew Rufus K. Page, the defendant, during the lifetime of said John; and what was his situation and business or occupation during that period?

3. Whether or not said John O. Page had a store for trade in Hallowell, and whether or not said Rufus was employed as a clerk in said store; whether or not said Rufus was known, regarded, or understood, in the family of said John O. Page, to act in any other situation or capacity, until his brother, the said John, embarked for Europe; and how long said Rufus so acted, and was known and regarded afterwards; whether or not said Rufus lived in the family of said John, and how long he remained therein after his said brother's death?

4. Whether or not there was a sign over the said store, and what the same was; whether or not it was the sign of said John O. Page; how long the same remained up, and when it was finally removed; whether or not any other sign was put up until after intelligence of John O. Page's death was received?

5. Whether or not the deponent ever knew, heard, or understood, of a copartnership, in the business of said store, between the said John and Rufus, at any time before the death of said John O. Page?

6. Whether or not, until that time, the family of said John O. Page got such goods as they wanted at the said store without any charge being made; and whether or not there was a difference in that respect after said John O. Page's death; and what she knows in relation thereto?

7. When did said Rufus K. Page first claim to have an interest or ownership in said store, and whether or not until after the death of said John O. Page; whether or not he had the former sign taken down, and his own put up; whether or not said Rufus then commenced getting goods on his own account, and when first; and whether or not, after that period, there was a difference in the manner of getting goods for the family of said John O. Page at said store?

8. Whether or not said Rufus, after the death of said John, claimed or possessed himself of any other or further portion of the property of said John; and whether or not he demanded any, and if so, what property, as having been given him by his said deceased brother in his will; whether or not said Rufus K. Page possessed himself of his said brother's portion of the brig Emeline; and if so, on what ground or allegation stated by him; whether or not this claim was set up and insisted upon before or after Mrs. Page was appointed administratrix. Let the deponent state the particulars of the mode in which said Rufus claimed and became possessed of any such portion of property; and whether or not the same was insisted upon by said Rufus, and whether or not it was finally yielded and given up to him by Mrs. Page; and if so, whether she knows for what reason?

9. Whether or not said Rufus ever actually paid for the said property, viz., the one-half of the brig Emeline, belonging to the estate of his said brother; and whether or not said Rufus pretended to have paid any thing or any consideration therefor?

10. Whether or not said Rufus obtained from the said adminis-

tratrix, to be given up to him without payment, notes of hand to a considerable amount, signed by said Rufus, and belonging to the estate of John O. Page?

11. Whether or not Mrs. Page took the ship Horatio, belonging to the estate, as and on account of her proportion of the personal property of the said estate; whether or not the said ship was completed after the death of said John O. Page, and under whose direction, and by whom she was managed; and whether or not the value of the said ship became eventually lost; and let the witness state what she knows respecting the same; and whether or not the final loss of the said ship fell upon the estate of said John O. Page, and was thrown upon and borne by his heirs, according to their proportions of the said estate?

12. Whether or not Mrs. Page became dissatisfied with said Rufus in the settlement of the accounts of the estate with him; and whether or not she complained that he retained property for which he ought to have accounted?

13. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

C. S. & E. H. DAVEIS,
Solicitors for complainant.

May 10, 1843.

And now the said Rufus K. Page objects to the said Mary Clark, the deponent's, stating any thing in answer to any of said direct interrogatories, touching or in any way relating to said brig Emeline, or in any touching or relating to said ship Horatio, on the ground that plaintiff has no title to either, but both have been fully administered by said Sarah Page, administratrix; and also that the same is irrelevant; and propounds the following cross interrogatories:

1. Deponent is requested to state what is her age and present place of residence.

2. Did said Rufus K. Page reside in the family of said John O. Page prior to the latter going to England?

3. What was your ordinary occupation and employment in the family of said John O. Page, and in that of his widow, Mrs. Sarah Page, from the year eighteen hundred six to the year eighteen hundred thirteen?

F. ALLEN,
Solicitor to said Rufus K. Page.

UNITED STATES OF AMERICA,
State of Michigan, county of St. Clair, ss:

In the matter of GEORGE B. STEARNS, plaintiff in equity, vs. RUFUS K. PAGE, defendant.

On this, the twenty-second day of June, A. D. eighteen hundred

forty-three, at the office of Horatio N. Monson, in the township of St. Clair, in the county aforesaid, personally appeared Mary Clark, who, being duly affirmed according to law, declares and says, in answer to the first interrogatory, (propounded in the commission to take the testimony hereunto attached,) that before marriage her name was Mary Sherburn; that she was well acquainted with John O. Page, formerly of Hallowell, was intimate in his family, having been adopted by Mr. and Mrs. John O. Page when but eighteen months, and having continued to reside in their family until her marriage, when she was about twenty-four years of age.

In answer to the second interrogatory deponent says, that she knew Rufus K. Page well from her childhood up to the year A. D. eighteen hundred twenty-nine, or thereabouts, which was during the lifetime of John O. Page; and that the business or occupation of said Rufus K. Page was that of a clerk in the store of said John O. until after the death of said John O., when he, said Rufus K., commenced business on his own account.

In answer to the third interrogatory said deponent says, that said John O. Page had a store in Hallowell for trade, and that the said Rufus K. Page was employed as a clerk in said store; never knew or heard that said Rufus K. was known, regarded, or understood in the family to act in any other situation or capacity, until after the death of said John O. Page. The said Rufus K. continued to act as a clerk in the store of said John O. Page after he embarked for Europe, and until he, Rufus K., purchased the goods belonging to the estate of the said John O. of Mrs. Sarah Page, which, deponent thinks, was in about five or six months after the decease of said John O. Deponent thinks that said Rufus K. came to board in the family of said John O. the day following that in which he, the said John O., embarked for Europe, and that he continued to reside in said family until he was married, which, deponent thinks, was in eighteen hundred seventeen or eighteen hundred eighteen. Deponent says that the only sign that was over the said store was the name of John O. Page, which had been up from the earliest remembrance of deponent, and was not removed or taken down until after the purchase, as before stated, of the goods by the said Rufus K., when he put up his own name; this was after the death of John O. Page.

MARY CLARK.

Subscribed and affirmed to, before me, this twenty-second day of June, A. D. eighteen hundred forty-three.

H. N. MONSON,
Justice of the peace in and for the county of St. Clair, and special commissioner in this case appointed.

On this eighth day of July, eighteen hundred forty-three, at the same place, personally appeared the said Mary Clark, who, being again duly affirmed, deposeth and says: That she never knew, heard, or understood, of a copartnership in the business of said store, between the said John and Rufus, at any time before the death of said John O. Page.

Did not know of any charge being made at the store, for goods had from there for the family, until after the said Rufus bought the goods of Mrs. Page, when every thing had of said Rufus, at said store, by the family of Mrs. Page, was charged by the said Rufus, and he paid Mrs. Page for his board.

Never heard of the said Rufus K. Page having any claim, interest, or ownership, in said store of goods, until after he bought them of Mrs. Page, as before stated, which was after the death of the said John O. He did not take down the former sign until after he had purchased, as before said, when he also put up his own sign; does not recollect the precise time when he purchased goods *elsewhere* on his own account, but thinks it must have been soon after he bought out the entire stock of Mrs. Page, as before stated. There was a difference in the manner of getting goods for Mrs. Page's family at said store after he bought the stock, from what had been done before, inasmuch as afterwards they were always charged, whilst before they never were, and the store was always called Mr. Page's after he made the purchase, and never before.

Said Rufus K. obtained possession of his brother's portion of the brig Emeline after his said brother's death, claiming said portion as having been given to him by his said deceased brother in his will; this claim was finally acceded to by Mrs. Page, more for the sake of maintaining peace in the family than from any conviction of his legal right to it; does not recollect whether Mrs. Page consented to his having said brig before she was appointed administratrix, or afterward; does not recollect of any other property, belonging to the estate of said deceased, being claimed or taken possession of by said Rufus K., under the will of the deceased, except a sword.

Never heard of the said Rufus K. having paid any thing to the estate of his deceased brother for any part of the brig Emeline, nor ever heard that he pretended that he had paid any thing therefor; feels confident that he did not ever pay any thing or any consideration therefor.

Does not recollect any thing about the notes mentioned in the tenth interrogatory.

Mrs. Page did take the ship Horatio, belonging to the estate of her deceased husband, as, and on account of, her proportion of the personal property of the said estate; said ship was not completed until after Mrs. Page sold her, which, deponent thinks, was done by piecemeal—sails and rigging at one time, and the hull at another time; thinks that the said Rufus K. had the management of said ship until she was sold; does not recollect that the entire value of said ship was lost, but knows that Mrs. Page considered her loss by her to have been very great, which, at the time, was her own loss, but eventually fell upon the whole estate.

Mrs. Page was dissatisfied with said Rufus in the settlement of the accounts between him and said estate, she having complained that he had not done as well for her as he ought; but deponent cannot recollect particulars, except that, in regard to her son, she complained that the said Rufus did not let him have money as he ought, inasmuch as he, said

Rufus, had a great deal of property in his hands belonging to John O. Page, junior, her said son.

Does not recollect any thing further that would be material to this issue.

In answer to the interrogatories of the said defendant, deponent says: That she is now about forty-eight years old, and that her present place of residence is in the township of China, in the county of St. Clair, in the State of Michigan; said defendant did not reside in the family of said John O. Page prior to the latter's going to England.

In answer to the third question propounded by said defendant, deponent says: That, from her infancy, up to the time of her marriage, she resided in the family of Mr. and Mrs. Page, as one of their own children, and was always treated as if she had been their own child; that she had no particular occupation in said family between the years eighteen hundred six and eighteen hundred thirteen, or at any other time.

MARY CLARK.

Subscribed and affirmed to, before me, at St. Clair, this eighth day of July, A. D. eighteen hundred forty-three.

H. N. MONSON,
Justice of the peace in [and] for the county of St. Clair, and special commissioner in this case appointed.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

UNITED STATES OF AMERICA,

Maine district, ss., first circuit:

[L. S.] The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of May, in the year of our Lord one thousand eight hundred and forty-three; to George T. Curtis, of Boston, in the Commonwealth of Massachusetts, esquire:

Know ye, that, reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and, by these presents, do authorize and empower you to take the answers to the interrogatories hereunto annexed of William Appleton, Benjamin Howard, Abraham F. Howe, Israel Munson, and Charles Barnard, witnesses, to be produced and examined on behalf the plaintiff, to be used in a certain cause now pending in said court, wherein George B. Stearns, administrator, is plaintiff in equity, against Rufus K. Page, defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses as aforesaid to be brought before, and each witness, while present before you, to examine carefully on oath, touching the premises. And when you shall have taken the exami-

nation as aforesaid, to reduce, or cause the same to be reduced, to writing, and to be subscribed by each of said witnesses in your presence. And the same so taken and subscribed to return, together with this commission, and your doings herein enclosed, sealed, and directed, to the circuit court aforesaid, next to be holden at Portland, on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness the honorable Roger B. Taney, at Portland, this tenth day of July, in the year of our Lord one thousand eight hundred and forty-three.

JOHN MUSSEY, *Clerk*.

N. B. It will be of no importance, we understand, to examine Mr. Howard; and he, therefore, may be omitted.

C. S. & E. H. D.

The execution of this commission appears by certain schedules annexed.

GEORGE T. CURTIS, *Commissioner*.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to William Appleton and Benjamin Howard, of Boston, and Abraham F. Howe, of Roxbury, in Massachusetts, to be examined as witnesses on behalf of plaintiff.

1. Inquire the business and residence of the witness now, and formerly; whether he was acquainted with John O. Page, formerly of Hallowell, and knows the defendant?

2. Whether or not he knows that the brig Emeline, formerly belonging to said John O. Page in part, was, at some time after the death of said John O. Page, chartered to said Appleton, for or on account of said Rufus K. Page, on a voyage from Boston? And if yea, when, where, and by whom? To what port or ports? And whether said voyage was performed, and the charter paid?

3. Whether or not the said Rufus K. Page was in Boston at or about the time of making said charter? And whether the said Rufus K. Page appeared and acted as the owner of said brig; and undertook the management and disposal of her? And whether or not he assumed her to be his own; or how he proceeded with regard to her?

4. What was the amount of said charter? With whom was it settled and to whom was it paid? Whether or not it was received by said Rufus K. Page? And let the witness state what he knows on that subject.

5. Whether the deponent knows or can set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this

examination, or the matters in question in this cause? If yea, let him set forth the same fully and at large in his answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

And now the said Rufus K. Page objects to all the questions propounded to said deponents, touching, or in any manner relating to, said brig Emeline, on the ground that said Stearns, in said capacity, has no title thereto, and has no right, as administrator de bonis non of the estate of John O. Page, to put any said interrogatories relating to said vessel; and he waives the privilege of putting any cross interrogatories.

By his solicitor, F. ALLEN.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

Interrogatories to Israel Munson and Charles Barnard, of Boston, in the State of Massachusetts, to be examined as witnesses on behalf of the plaintiff.

1. Inquire the residence and business of witnesses now and formerly? Whether they were copartners, under what name and firm, when, and how long? Whether they were formerly acquainted with John O. Page, of Hallowell, and knew the defendant?

2. Whether or no the said Munson and Barnard had dealings and accounts with said John O. Page, in their business, during his life, and at the time of his death; whether or not they were frequent; and how long the same continued, and when they ceased?

3. Whether, during that period, they had any knowledge of any copartnership subsisting in business between said John O. Page and Rufus K. Page?

4. Whether said Munson and Barnard, or either of them, and if so, which was or not in more particular friendly, confidential, and intimate terms of intercourse with said John O. Page, and thus made acquainted with the business of said John O. Page, and the state and course of his concerns therein; and whether such witness ever knew, heard, or understood from said John O. Page, that he had any copartner in business?

5. Whether and when a final account of said Munson and Barnard, with said John O. Page, or his estate, was settled? And if so, how? Whether or not there was a balance, on settlement, in favor of the estate of said John O. Page? And if so, how much, and to whom the same was paid; whether or not it was paid to said Rufus K. Page?

6. Let the witness look at the account herewith exhibited, headed "Dr. Maj. John O. Page, (deceased,) in acc't with Munson and Barnard, Cr.," and say whether the same is correct; and whether it is a true and proper exhibit of the account so settled and paid; and whether or not the balance thereof, viz., one thousand two hundred forty-nine dollars twenty-five cents, was paid to the said Rufus K. Page?

7. Whether or not the said Munson and Barnard have the receipt of said Rufus K. Page, for the balance mentioned of said account, in their possession, or either of them? And if so, let the witness be requested to produce and annex the same; and whether the signature is that of said Rufus K. Page?

5. Whether the deponent knows any other matter or thing, or can set forth any such matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this examination, or the matters in question in this cause? If yea, let him set forth the same fully and at large in his answer.

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

Cross interrogatories propounded to Israel Munson and Charles Barnard.

1. When did you, or either of you, first open an account with said Rufus K. Page; was it or not as early as eighteen hundred six; and to what amount did you supply said Rufus with goods during that and the next succeeding four years? Please to state, as near as you can, the amount of sales to him in each year.

2. Had you, or either of you, furnished said John O. Page with goods for his store in Hallowell, prior to the year eighteen hundred six? Did you supply him with goods for his store in Hallowell after that time?

3. Did or not either of you receive from said John O. Page, in or about May, eighteen hundred six, a letter of introduction and of credit in favor of said Rufus K. Page; did said Rufus bring you such a letter; will you search for it, and, if you find it, annex it to your deposition, and say whether it is in the handwriting of said John O. Page?

4. If you annex the account referred to in the sixth direct interrogatory, will you compare said account with your ledger, from whence it was taken, and say whether the word "deceased" is on said ledger at the heading it, and say whether said John did not live through the year eighteen hundred ten?

5. Did you or not introduce said Rufus K. Page to Messrs. Stanton & Spelman, a firm established in Boston by you, or your aid, and did they or not, to your knowledge, supply said Rufus with large quantities of goods during the year eighteen hundred six, and for several years next succeeding? If you have any means of knowing, state the amount; if not, please to state general whether they sold largely to said Rufus.

F. ALLEN,
Solicitor to said Rufus K. Page.

Answers of William Appleton.

To the first interrogatory he saith, that he is a merchant in Boston, and has been for many years; that he has met with John O. Page, but had no acquaintance with him; that he has been in the habit of meeting Rufus K. Page, but not much acquainted with him.

To the second interrogatory he saith, that it appears by his books that he hired a brig called the Emeline, in eighteen hundred fifteen or thereabouts; he thinks the contract was made with A. F. How, who he believes was the agent of R. K. Page; thinks there was a charter party, but cannot find it, nor does he recollect by whom it was signed; he thinks the contract was for the brig to take a cargo from a southern port to Europe, and to bring a cargo to the United States; that he believes the vessel loaded in North Carolina, and delivered her cargo in Liverpool to Messrs. Wm. & J. Brown, who he supposes paid the freight; he thinks the vessel returned to Baltimore, and the freight was there paid by the consignees N. W. & C. H. Appleton; the amount of charter or freight he does not recollect.

To the third interrogatory he saith, that he does not recollect of Mr. R. K. Page being in Boston at the time of making said charter; he might have been without deponent being able to recollect it after such a lapse of time.

To the fourth interrogatory he saith, that he is not able to reply to those inquiries, believing the outward and homeward freights were paid by the respective consignees at the ports of delivery as before stated.

To the fifth interrogatory he saith, that he knows nothing.

WM. APPLETON.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

Answers of Abraham F. Howe.

To the first interrogatory he saith, that his residence is in Roxbury, Massachusetts, and that he is an auctioneer; he was formerly a merchant in Boston, from eighteen hundred five to eighteen hundred seventeen; that he was very slightly acquainted with John O. Page; that he was a good deal acquainted with Rufus K. Page.

To the second interrogatory he saith, that he, the deponent, chartered the brig Emeline to William Appleton in eighteen hundred fifteen or eighteen hundred sixteen, as belonging to Rufus K. Page, for a voyage from Boston to North Carolina, and thence to Liverpool, and back to the United States; the voyage was performed, and the charter was paid to Rufus K. Page, as deponent thinks.

To the third interrogatory he saith, that he cannot recollect about Rufus K. Page being in Boston at the time the charter was made; but that the said Rufus K. Page had requested deponent to charter the brig, by letter, and deponent thinks he spoke of her as "my brig."

To the fourth interrogatory he saith, that he cannot recollect the amount of the charter; that he does not know to whom it was paid of his own knowledge.

To the fifth interrogatory he saith, that he knows nothing further.

ABRAHAM F. HOWE.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

Answers of Israel Munson, a witness produced and examined under the foregoing commission.

To the first interrogatory he saith, that his name is Israel Munson, and that he is a merchant in Boston; that he was a copartner with Charles Barnard from eighteen hundred two to eighteen hundred twenty-nine or eighteen hundred thirty; for the first five or six years under the firm of Israel Munson, and for the residue of the time under the firm of Munson & Barnard. That the said firm of Munson & Barnard were acquainted with John O. Page and with Rufus K. Page.

To the second interrogatory he saith, that the said firm had dealings with John O. Page during his life, and to the time of his death; they were frequent; Mr. Barnard can state when they commenced; they ceased at his death.

To the third interrogatory he saith, that he had no knowledge of such a copartnership.

To the fourth interrogatory he saith, that he himself was the most intimately acquainted with said John O. Page; that he knew particularly about said John O. Page's business only so far as this said firm had dealings with him; that he never understood from said John O. Page that he had any copartner in business.

To the fifth interrogatory he saith, that he refers to his partner, Mr. Barnard, to answer this interrogatory.

To the sixth interrogatory he saith, that he refers also to his partner as before.

To the seventh interrogatory he saith, that *that* he refers also to his partner as before.

To the eighth interrogatory, that he thinks of nothing else.

To the first cross interrogatory he saith, that he refers to his partner, Mr. Barnard, to answer.

To the second cross interrogatory he saith, he refers as before.

To the third cross interrogatory he saith, that he refers as before.

To the fourth cross interrogatory he saith, that he refers as before.

To the fifth cross interrogatory he saith, that he cannot recollect any thing on the subject of this enquiry. ISRAEL MUNSON.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

Answers of Charles Barnard, of Boston, in the district of Massachusetts, merchant, a witness produced and examined under the foregoing commission.

To the first interrogatory he saith, that he is now a merchant in Bos-

ton, and has been so for forty years last past; that he was a copartner with Israel Munson from eighteen hundred two to about eighteen hundred thirty; under the firm of Israel Munson for a portion of the time, and for the residue under the firm of Munson & Barnard; that he was acquainted with John O. Page and Rufus K. Page.

To the second interrogatory he saith, that the said firm had dealings with said John O. Page, and that the account commenced in seventeen hundred ninety-nine, and terminated in eighteen hundred eleven; the dealings were frequent.

To the third interrogatory he saith, that he had no knowledge during that period of any such copartnership.

To the fourth interrogatory he saith, that Mr. Munson was the most intimately acquainted with said John O. Page, and that this deponent never heard, knew, or understood from said John O. Page, that he had any copartner in business.

To the fifth interrogatory he saith, that a final account with said John O. Page's estate was settled in September, eighteen hundred ten, and on the twenty-ninth of September, eighteen hundred ten, the balance, one thousand two hundred forty-nine dollars twenty-five cents, was paid to said Rufus K. Page.

To the sixth interrogatory he saith, that the said account exhibited is a correct copy from the leger of Munson & Barnard, except that the word "deceased" does not appear on the leger in the heading, but was apparently introduced when the account was drawn off; that the balance therein stated was paid to the said Rufus K. Page.

To the seventh interrogatory he saith, that the receipt book of said Munson & Barnard contains a receipt written in the words and figures following:

"Boston, September 29, 1810. Received of Munson & Barnard, twelve hundred forty-nine dollars $\frac{25}{100}$ in full, of John O. Page, esq.'s account.

RUFUS K. PAGE,
$1,249 25. *His attorney*."

That this deponent declines to annex the original, because he would have to cut the said original from his book, and the same leaf on which it is written contains another receipt of another individual; that this deponent cannot, at this distance of time, swear that the signature is that of said Rufus K. Page, but he has no doubt of it; and he has compared the signature with other signatures of said Rufus K. Page, appearing in the same book of receipts, and finds no reason to doubt that it [is] his genuine signature.

To the eighth interrogatory he saith, that he knows nothing further.

To the first cross interrogatory he saith, that the account of Munson & Barnard with said Rufus K. Page commenced in April, eighteen hundred seven, and closed in July, eighteen hundred twenty-three; that the debits in his account were composed of goods sold and cash ad-

vanced to him ; that the amounts were not large, but that this deponent cannot, in the time allowed, ascertain from his books the amount sales to him in each year, because it would require searching the waste books for sixteen years.

To the second cross interrogatory he saith, that he cannot tell for what purpose said John O. Page had goods of his firm, but that he had merchandise more or less during the period stated in answer to the second direct interrogatory, but not to any great extent.

To the third cross interrogatory he saith, that he finds on his files a letter from John O. Page, dated April twenty-fifth, eighteen hundred six, of which he annexes a copy. It is the only letter he can find in the nature of a letter of introduction, after examining his files during the period of April, May, and June, eighteen hundred six ; that he believes the letter to be in the handwriting of said John O. Page.

To the fourth cross interrogatory he saith, that he has already answered as to the word "deceased," but that he does not know when said John O. Page deceased.

To the fifth interrogatory he saith, that he has no recollection on the subject inquired of.

CHARLES BARNARD.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order of publication.

Attest: J. MUSSEY, *Clerk*.

Copy of a letter referred to in the answer of Charles Barnard to the third cross interrogatory.

HALLOWELL, *April* 25, 1806.

Mr. J. MUNSON.

DEAR SIR : Ere this, I hope you have received some rum from Mr. Smith, part of the cargo schooner Kennebec, which is equally owned between us. You will please make sale of it when received. The Kennebec will probably be in Boston soon, with a quantity which is owned as above, and to be disposed of in the same way. The bearer, my brother, will have occasion to purchase a number of articles of goods during his stay in Boston, some of which you probably can supply him with ; brandy, gin, teas, and wines are articles in his memorandum, of which he is not a very competent judge. I have, therefore, requested him to take your opinion as to price and quality, as I want the best. Any assistance you may afford him will be conferring a particular favor on your friend and very humble servant,

JOHN ODLIN PAGE.

N. B. If $2,200 can be obtained for schr. Kennebec on her return, you will please to sell her. If nothing should offer immediately, as I stated in a former letter, she will come to this place. Should my brother be wanting in funds to complete his purchases, (but believe he will not,) if you will accept his draft at 60 days, I will place the money in your hands in time to meet it. J. O. PAGE.

A true copy of the letter produced by the deponent.

Attest: GEO. T. CURTIS,
Commissioner.

DR. *Major John O. Page, (deceased,)*

1810.				
Mar. 16	To premium on $230, for 1 p. c. - - - - -			$2 30
" 24	" yr. dft. fav. S. Holland, *a* s't - - - - -			1,400 00
" 28	" cash pd. my notes to A. Gibson, of Feb. 21 -		$378 64	
	Interest - - - - - -		2 27	
	S. Emmons, of Feb. 7 - - - -		218 40	
	Interest - - - - - -		1 85	
				601 16
April 6	" yr. dft. fav. R. K. Page, *a* s't - - - -			652 29
9	" do " C. Stevens, *a* s't - - -		700 00	
	" do " J. Stevens, *a* s't - - -		700 00	
				1,400 00
12	" do " J. Ladd, *a* s't - - - -			355 66
19	" do " T.&J.Agry, *a* s't - - - -			2,000 00
June 1	" cash for carving figure head - - - -			36 50
9	" do postage to New York - - - -			34
16	" do T. & J. Agry, dft. - - - -			2,450 00
28	" do yr. dft. fav. W. Woart - - -			1,500 00
July 10	" beef, pr. bill - - - - - -		61 05	
	" pork - - - - - - -		12 79	
				73 84
18	" cash pd. yr. accept'e in fav. Israel Butler - -			200 00
18	" carpeting, pr. bill - - - - -			38 59
24	" cash pd. R. Stevens, drft. - - - -			234 74
31	" do yr. note to Israel Thorndike -		$1,220 00	
	Interest on do - - -		18 30	
				1,238 30
Aug. 3	" cash pd. W. Stevenson for his bill for suit blocks -		$150 00	
	" pd. S. & Low, bill, iron work - -		42 75	
	" pd. C. Smith's " rigger - -		122 36	
				315 11
8	" cash fr. Z. & W. Cook's exch'ge on Saml. Williams,			
	London, 60 d's s't, £450 - - -		$2,000 00	
	Disc't, 5¼ pr. ct. - - -		105 00	
			$1,895 00	
	" com's 2½ pr. ct. - - - - -		9 47	
				1,904 47
20	" balance to new acct. - - - - - -			1,249 25
				$15,652 55
Sept. 29	To cash pd. R. K. Page in full for acct. as pr. rec't - -			$1,249 25

in acct. with Munson & Barnard. CR.

1810.			
Feb. 24	By balance old acct. due you in Jacob Barker's check - -		$6,150 00
Mar. 16	" cash fr. S. Moody's dft. on David Moody for mdz. - -		230 76
April 9	" S. Reddington, dft from - - - -	$94 88	
	" Ezra Fisk's, " " - - - -	54 15	
			149 03
May 10	" I. Woodham's note of Nov. 8, 1809, at 7 mo. - -		6,150 00
June 15	" hf. amt. yrs. and T. & J. Agry's dft. on Jacob Barker, at 30 days - - - - - - -		2,772 76
July 9	" P. Stubbs & Co., dft. on J. Davis, *a* 40 d's - - -		200 00
			$15,652 55
Aug. 20	By balance bt. down, due Nov. - - - - -		$1,249 25

E. E. for MUNSON & BARNARD,
HORATIO H. FISKE.

BOSTON, *Aug.* 20, 1811.

UNITED STATES OF AMERICA,
Maine district, ss:

First circuit.

The circuit court of the United States, begun and holden at Portland, within and for the Maine district, on the first day of
[L. S.] May, in the year of our Lord one thousand eight hundred and forty-three.

To Henry W. Paine, of Hallowell, in said district, esquire.

Know ye, that reposing confidence in your wisdom, prudence, and fidelity, we have appointed, and by these presents do authorize and empower, you to take the answers to the interrogatories hereunto annexed of John Agry, Paul Stickney, Samuel Page, and Samuel K. Gilman and Stephen Smith, witnesses to be produced and examined on behalf of the defendant, to be used in a certain cause now pending in said court, wherein George B. Stearns, administrator, is plaintiff in equity, against Rufus K. Page, defendant.

And to this end, at certain days to be by you appointed for that purpose, to cause said witnesses, as aforesaid, to be brought before you, and each witness, while present before you, to examine carefully on oath touching the premises. And when you shall have taken the examination, as aforesaid, to reduce or cause the same to be reduced to writing, and to be subscribed by each of said witnesses in your presence. And the same, so taken and subscribed, to return, together with this commission and your doings herein enclosed, sealed and directed to the circuit court aforesaid, next to be holden at Portland, on the first day of October next.

In testimony whereof, we have caused the seal of the said circuit court to be hereunto affixed.

Witness the honorable Roger B. Taney, at Portland, this tenth day of July, in the year of our Lord one thousand eight hundred and forty-three.

JOHN MUSSEY, *Clerk*.

GEORGE B. STEARNS, administrator de bonis non,
vs.
RUFUS K. PAGE.

Interrogatories to John Agry, Paul Stickney, of Hallowell, Samuel Page, of Wiscasset, Samuel K. Gilman, of Hallowell.

1. What is the age, occupation and residence of the deponents?

2. To be put to John Agry. Were you or not, and the late Chandler Robbins, esq., constituted referees, in or about the year eighteen hundred twelve, for the purpose of adjusting all matters of accounts and business subsisting between Sarah Page in her own right, and in her capacity of administratrix of John O. Page, and the said Rufus K. Page? And did you or not accept said trust and perform said service? And did you or not make a report in writing of the result of your examination?

3. Who appeared before you at the time of said examination? Did or not Thomas Bond, esquire, and Nathaniel Dummer, esquire, both appear before you, in behalf of said Sarah Page? Who appeared in behalf of said Rufus K. Page?

4. Was or not your report immediately made known to said parties? And were or not both parties satisfied therewith?

5 Interrogatory to Paul Stickney. When did you first observe the sign "Rufus K. Page" placed over the door of the store originally occupied by John O. Page, and subsequently by Rufus K. Page?

6. Was the sign "John O. Page," or John Odlin Page," and that of Rufus K. Page, both *up* at the same time; and if so, for how long a period? Will you describe both signs, as to their size and lettering, &c.?

7. Interrogatories to Samuel K. Gilman. Have you been an assessor of the town of Hallowell? If yea, how often, and how long; and when was the first year?

8. What has been the practice of the assessors in Hallowell, in the valuation of the property subject to be taxed? How has the valuation of said assessors compared with the real value? Has it or not been the general or uniform practice, to estimate the property to be taxed at about one-fourth part of its real value; or if that is not the case, what part of the real value was it estimated at? Was it or not the practice, prior to eighteen hundred twelve, to estimate shipping at from four to six dollars per ton, which was actually worth from sixteen dollars to twenty-four dollars per ton?

9. Interrogatory to Samuel Page. Where did you reside from eighteen hundred six, to eighteen hundred twelve? Did you, or not, occasionally visit your friends in the town of Hallowell? If yea, will you state when you first observed the sign, "Rufus K. Page, over the door of the store originally occupied by your brother John, and afterwards by him and your brother Rufus.

10. Were or not both signs up at the same time?

11. Is it or not a very common practice among merchants, where a person has been long known and well established in business, and then takes a new and younger person as a copartner, to keep up the sign of the elder member, as well as that of the new firm; and is or not *that* more especially the case, where the business of the firm is to be carried on under the individual name of the new and younger member?

12. Interrogatory propounded to Stevens Smith. Was you or not employed by John O. Page, some time before his leaving this country for England, to purchase a farm for him, callled the Church farm; and did you or not take the deed in your name, and give your own notes, and then convey it to said John, and take his notes? If yea, please to state what arrangement or proposition was made by said John to you, just before he left for England, and what did he propose about getting his brother the said Rufus K. Page to endorse his notes to you?

Lastly. Whether the deponents know, or can set forth, any other matter or thing, which may be a benefit or advantage to the parties at

issue in this case, or either of them, or that may be material to the subject of the present examination, or the matters in question in this cause? If yea, let them severally set forth the same, fully and at large in their answers.

RUFUS K. PAGE,
By F. ALLEN, *his solicitor*.

GEORGE B. STEARNS, in equity,
vs.
RUFUS K. PAGE.

Cross interrogatories to John Agry, Paul Stickney, Samuel Page, and Samuel K. Gilman.

To John Agry.

1. Whether the paper exhibited, (marked by commissioner for that purpose,) purporting to be an account between the estate of John O. Page and Rufus K. Page, with the signatures of said Agry and Chandler Robbins attached to the writing underneath, is the report in writing referred to in the question and in answer by the witness?

2. Was there not a previous result or statement of accounts between the same, prepared in the same way, certified by you and said Robbins with your signatures, afterwards cancelled; and why? Let the witness see the writing and cancellation at the end of paper marked Schedule No. One, exhibited as above, in making answer to this question.

3. Were you not satisfied that there was a material error to a considerable amount, contained in the former cancelled account or statement, of more than seven thousand dollars? Have you not formerly so informed the plaintiff? Can you now point out the same, and say whether the same does not still appear to be carried into the new or final account settled as aforesaid?

4. Was not the statement, which appears to have been finally drawn up and signed by yourself and said Robbins, subsequently prepared and agreed to by the parties, before it was presented to you and said Robbins for your signatures and assent?

5. Do you recollect any other persons that were present at the time of one of those writings more than the other, besides Rufus K. Page, and Mrs. Sarah Page? Have you any positive recollection of any other persons being present at the last time inquired of?

6. Were any papers and accounts before you and said Robbins, for your examination, in relation to the concerns or business of said store, except such as were furnished by said Rufus?

7. Had you any evidence before you and said Robbins, to shew that there was any copartnership in the business of said store, between John O. Page and Rufus K. Page, except from the declaration of said Rufus?

8. Did you ever know or hear of any copartnership or company connection existing between John O. Page and Rufus K. Page, before the same was set up by said Rufus in the settlement of said accounts?

9. Had you ever considered Rufus K. Page other than a clerk or assistant in the business of said John O. Page? And was the proportion allowed by you and said Robbins considered as a compensation for services out of the profits of said store, and not as a copartnership proportion?

10. Are the facts and matters enquired of in the above third, fourth, sixth, seventh, and ninth cross interrogatories as clear and distinct in your recollection now, as when formerly inquired of by, and stated to the plaintiff? How have you stated to him latterly when inquired of in regard to giving your testimony in respect thereto?

To Paul Stickney.

1. How old were you at the time inquired of? Did you not move away from Hallowell as early as eighteen hundred six, or when? And did you not remain absent until eighteen hundred eleven, or how long? And when did you return?

2. Was there any precise time you can fix in your answer, in regard to the fifth direct interrogatory to you, previous to the death of said John O. Page? Was there any business or occasion you had in or with the store to draw your particular attention to it?

3. Was not the sign of John O. Page up on the store as long as he lived? Was there more one sign up on said store; can you be certain, at any time inquired and spoken of by you, while said John O. Page lived?

4. Have you any thing more than an impression in regard to any thing testified by you, in answer to fifth and sixth direct interrogatories; can you undertake to swear positively to any such fact as therein inquired of?

To Samuel K. Gilman.

1. What was Rufus K. Page taxed in the year eighteen hundred six, and for what property?

2. What was said Rufus taxed from eighteen hundred six to eighteen hundred ten, for the several years?

3. What was he taxed from eighteen hundred ten to eighteen hundred fifteen?

4. What were the description and valuation of property for which said Rufus was taxed during the above years respectively? If you do not know otherwise, please to refer to the assessor's books, if within your reach, and state therefrom.

5. Did you know Mary Sherburn; is she now Mary Clarke, wife of John Clarke, of Michigan?

6. When did the minor children of John O. Page come of age?

To Samuel Page.

1. Were you not in the army from eighteen hundred six to eighteen hundred sixteen; were you stationed during all that interval away from Hallowell?

2. If you state any thing in answer to the ninth interrogatory, respecting having seen a sign of Rufus K. Page over the door of the store of your brother, at any time before his death, is it any thing more than an impression to which you undertake to testify, and can you swear positively to any such fact? If you state any particular time or year, have you any particular reason for fixing or being able to recollect it? The same inquiry in respect to there being two signs up at the same time, as inquired of in the tenth, that is, at any time before your brother's death?

3. When did your brother's children, the son, deceased, and daughters, naming them, come of age respectively? Please to state according to the best of your knowledge; and also when John O. Page, junior, the son, died.

4. Did you purchase the house in which you live at Wiscasset before your present marriage, and of whom? Had you mortgaged it at that time; to whom, and for how much? Did you marry Mary Salisbury, and when? Did not Rufus K. Page promise and assure her or you, at that time, that he would pay off the mortgage, and give the property to your wife? Did not she and you, or either of you, entertain that expectation in consequence of said Rufus' assurance? Did you not thereupon convey the said house and property, or your right therein, by deed, to said Rufus, without any other consideration or inducement? Did you receive any thing from said Rufus besides such assurance, and if so, what? Was the deed from you to said Rufus ever recorded until recently, and how lately?

5. Will you look at the copy of such deed, exhibited to you, and marked by commissioner, and say whether it is what it purports; and also look at the certificate of the register, of the date of its being received for record, and recollect or inform yourself whether it was not the same day on which your wife was called to give her deposition before Henry W. Paine, esq., and ascertain whether it was not sent and done on that day?

6. Did you know Mary Sherburne; is she now the wife of John Clarke, living in Michigan?

To Stevens Smith, further named.

1. Were you formerly a deputy sheriff, and at what time, living in Hallowell?

2. Was not the sign over the door of the store formerly occupied and belonging to John O. Page, in that place, that of the said John O. Page while he lived? Was there any sign of Rufus K. Page up during that period?

3. Was not the business of said store, during the life of John O. Page, understood to be done entirely on the capital and credit of said John O. Page?

4. Was said Rufus K. Page regarded as a man of property or credit, to any or much amount, during that period; was he not considered, and did you not so consider him, as a clerk in said store, and in the

business of his brother; or as receiving any thing therefrom, otherwise than as compensation?

5. Do you know any thing more of the transaction inquired of by the defendant in the twelfth interrogatory than what you have related? Please to state the whole of the transaction fully, and how you understood [it] at the time, and whether you considered the security of said Rufus K. Page as of any additional importance?

C. S. & E. H. DAVEIS,
Solicitors for plaintiff.

The counsel for Rufus K. Page object to all matters of hearsay; to all matters [of] opinion; to all matters irrelevant to the issue, as inquired of in the cross interrogatories to the witnesses.

F. ALLEN,
S. FESSENDEN,
Solicitors for defendant R. K. Page.

I have been directed by defendant's solicitor to take the answers of Stickney and Gilman only.

H. W. PAINE, *Commissioner.*

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE, defendant.

The answers of Paul Stickney to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is fifty years old; that he is by occupation a shoedealer; and resides in Hallowell, in the county of Kennebec.

To the fifth interrogatory he saith, that according to his best recollection, he observed, for the first time, the sign of Rufus K. Page on said store in the spring, or the month of June, of eighteen hundred six or of eighteen hundred ten; that he went away from Hallowell in eighteen hundred three, when he was ten years of age, and returned in the spring, or the month of June, eighteen hundred six; that he again left Hallowell in eighteen hundred seven, and returned in the spring, or the month of June, eighteen hundred ten; that he is pretty sure it was on his return to Hallowell in eighteen hundred six or eighteen hundred ten, that he noticed for the first time the sign of Rufus K. Page on said store; and that he is inclined to believe it was on his first return in eighteen hundred six.

To the sixth interrogatory he saith, that he does not recollect of seeing the signs of John O. Page, or John Odlin Page, and Rufus K. Page both up at the same time; that he now has a very vivid recollection of the sign of Rufus K. Page; that the letters of the sign, and particularly the capital letters, were unusually large for that time—so much larger as to attract his attention, and make a strong impression on his mind; that he can only say of the sign of John O. Page, that it was of smaller dimensions.

To the last interrogatory he answers in the negative.

To the first cross interrogatory he saith, that he was thirteen years old in the June of eighteen hundred six; that he went to Massachusetts to live with his grandfather in eighteen hundred three, where he remained till eighteen hundred six; that he came back to Hallowell in the spring or June of that year; that he lived in Hallowell about a year, when he again went to Massachusetts, and that he finally returned to Hallowell in the spring or June of eighteen hundred ten.

To the second cross interrogatory he saith, that he cannot fix the precise time when he first saw the sign of Rufus K. Page with any greater accuracy than he has done in his answer to the fifth direct interrogatory; and that he does not recollect of having any business with the store to call his particular attention to the sign.

To the third cross interrogatory he saith, that he does not know whether the sign of John O. Page remained on the store as long as he lived or not; nor does he recollect whether there was more than one sign up at a time, before the decease of the said John or not.

To the fourth cross interrogatory he saith, that in his answers to the fifth and sixth direct interrogatories, he has stated his strong impressions merely, and does not mean to be understood as swearing positively to facts and events after the lapse of so long a time.

PAUL STICKNEY.

On this twenty-fifth day of August, in the year of our Lord one thousand eight hundred and forty-three, Paul Stickney, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the answers aforesaid, reduced to writing by me, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE, *Commissioner*.

MAINE DISTRICT, *ss:*

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

GEORGE B. STEARNS, plaintiff in equity,
vs
RUFUS K. PAGE, defendant.

The answers of Samuel K. Gilman to the interrogatories and cross interrogatories annexed to the foregoing commission.

To the first interrogatory he saith, that he is forty-six years old; that he is by occupation a trader, and resides in Hallowell, in the county of Kennebec.

To the seventh interrogatory he saith, that he was one of the assessors of the town of Hallowell in the years 1825, '27, '31, '35, '36, '37, '42, and '43.

To the eighth interrogatory he saith, that since he was assessor in 1825, the valuation of the taxable property has always been below the

real value; that he does not know, and cannot ascertain, what was the practice the assessors of said town in valuing property prior to 1825.

To the last interrogatory he answers in the negative.

To the first cross interrogatory he saith, that on inspection of the assessor's books of the town of Hallowell, he finds that Rufus K. Page was not taxed at all in that town for the year 1806.

To the second cross interrogatory he saith, that it appears by the assessor's books that said Rufus was taxed in eighteen hundred seven, nine dollars and twenty-three cents; in eighteen hundred eight, sixteen dollars and sixty-five cents; in eighteen hundred nine, sixteen dollars and thirty-nine cents; in eighteen hundred ten, twenty-seven dollars and ninety-four cents.

To the third cross interrogatory he saith, that the assessors' books show that said Rufus was taxed in 1811, forty dollars and seventy cents; in 1812, seventy-six dollars and four cents; in 1813, fifty dollars and seventy-three cents; in 1814, fifty-nine dollars and forty-two cents, and in 1815, seventy-seven dollars and sixty-three cents.

To the fourth cross interrogatory he saith, that the assessors' books show that said Rufus was taxed in 1807, for stock in trade valued at $1,800; in 1808, for stock in trade valued at $1,800, and twenty-nine bank shares valued at $1,914, in 1809, for stock in trade valued at $2,700, and for twenty-nine bank shares valued at $810; in 1810, for real estate valued at $1,152, stock in trade valued at $2,700, and four shares corporation stock valued at $490; in 1811, for real estate valued at $1,680, stock in trade valued at $3,000, eighty-seven tons shipping, twenty bank shares, and four shares other stock, valued at $4,482; in 1812, for real estate valued at $1,800, stock in trade valued at $1,800, three hundred sixty tons shipping, twenty bank shares, and four shares other stock, valued at $13,260; in 1813, for real estate valued at $1,872, stock in trade valued at $6,000, one hundred fifty tons shipping, and fifty bank shares valued at $5,400; in 1814, for real estate valued at $3,300, stock in trade valued at $4,800, one hundred fifty tons shipping, and fifty bank shares, valued at $5,580; and in 1815, for real estate valued at $2,880, stock in trade valued at $3,600, for one hundred fifty tons shipping, three hundred dollars, money at interest, and fifty bank shares, valued at $6,720.

To the fifth cross interrogatory he saith, that he knows Mary Sherburne; that she is the wife of John Clarke, who resides in some one of the western States.

To the sixth cross interrogatory he saith, that it appears by the town clerk's records of Hallowell, that Emeline, daughter of John O. Page, (now Mrs. Wood,) was born in December 12, 1802. John Odlin, junior, was born February 11, 1806, and Louisa, (now Mrs. Stearns,) was born April 16, 1809.

S. K. GILMAN.

On this twenty-fifth day of August, in the year of our Lord one thousand eight hundred and forty-three, Samuel K. Gilman, the afore-

said deponent, was examined, cautioned, and sworn agreeably to law, to the aforesaid answers by him subscribed, reduced to writing by me, and by him subscribed in my presence, and taken in pursuance of the foregoing commission.

H. W. PAINE,
Commissioner.

MAINE DISTRICT, *ss*:

Circuit court, October term, 1843, fifth day of term; opened agreeably to order for publication.

Attest: J. MUSSEY, *Clerk*.

HALLOWELL, *Oct*. 23, 1843.

GENTS: Mr. Allen has just put into my nds a copy of my deposition, given in the case of Stearns vs. Page. On examining it, I find there is an important omission; one which ought to be corrected, not only for my own sake, but that the parties shall not be exposed to suffer. Will you have the goodness to return the deposition to the commissioner, and I will put the matter right. I enclose the assent of Mr. Allen, and presume there will be no objection on your part, as the alteration *cannot* prove prejudicial to the interests of your client.

Yours, respectfully,
S. K. GILMAN.

Messrs. FESSENDEN & DEBLOIS & C. S. DAVEIS, esqrs.

Ordered, by consent of both parties, that the commission be returned to the commissioner with authority to take the testimony [of] S. K. Gilman again, in the part which the witness states to be incorrect.

ASHUR WARE.

Oct. 24, 1843.

[The answers of the deponent to the direct interrogatories, and also to all the cross interrogatories, excepting the fourth, are precisely the same as in the former deposition, and therefore are omitted.]

To the fourth cross interrogatory he saith, that the assessors' books show that said Rufus was taxed in 1807, for stock and trade set down at $300; in 1808, for stock and trade set down at $300, twenty-nine shares bank stock, set down at $319; in 1809, for stock in trade set down at $450, and twenty-nine shares bank stock set down at $145; in 1810, for stock and trade set down at $450, twenty-four shares bank and insurance stock set down at $90, and real estate set down at $416; in 1811, for stock in trade set down at $500, twenty-four shares bank and insurance stock, and eighty-seven tons shipping set down at $747, and real estate set down at $480; in 1812, for stock in trade set down at $300, twenty-four shares bank and insurance stock, and three hundred sixty tons shipping, and one horse, set down at $2,210, and real estate set down at $300; in 1813, for stock and trade set down at $1,000, fifty shares bank stock, one hundred fifty tons of shipping, and one horse, set down at $900, and real estate set down at $312; in 1814, for stock in

trade set down at $800, two hundred dollars money at interest, fifty shares bank stock, one hundred fifty tons shipping and one horse, set down at $930, and real estate set down at $550; and in 1815, for stock in trade set down at $600, three hundred dollars money at interest, fifty shares bank stock, one hundred fifty tons shipping, and one horse, set down at $1,120, and real estate set down at $480.

The deponent further saith, that he gave a deposition in this cause on the twenty-fifth day of August now last past; that on reflection he became satisfied that he had made a mistake in his answer to the fourth cross interrogatory; that he supposed at the time in interpreting the assessors' books, that the sums set against the several items of property were to be multiplied by six; and that he then intended to state that such was his supposition merely, but he is now satisfied that such supposition was erroneous.

S. K. GILMAN.

On this sixth day of November, in the year of our Lord eighteen hundred and forty-three, Samuel K. Gilman, the aforesaid deponent, was examined, cautioned, and sworn, agreeably to law, to the aforesaid answers by him subscribed in my presence, and reduced to writing by me, and taken in pursuance of the foregoing commission *and order of court*.

H. W. PAINE, *Commissioner*.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, November 16, 1843. Returned by the commissioner, and re-opened by

J. MUSSEY, *Clerk*.

C. C. U. S., Maine district, May term, 1841.

In the case of GEORGE B. STEARNS, plaintiff in equity, against RUFUS K. PAGE, defendant.

The complainant moves and prays, without prejudice to the objections for insufficiency, that the said defendant may be required to produce and exhibit all the books of accounts, papers, vouchers, and notes required in said bill, and mentioned in said answer, relating to said alleged copartnership and matters thereof; particularly that for $3,870, and the letters and correspondence mentioned therein, together with a schedule thereof, to be deposited with the clerk for a reasonable time to examine the same, and to take any copies or minutes thereof; and that said defendant may be required to state whether they are all that are in his possession or control, or which have been so since the filing of the first bill of complaint.

P. SPRAGUE,
C. S. & E. H. DAVEIS,
Solicitors.

C. C. U. S., Maine district, May term 1841.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE.

The plaintiff prays for leave to amend his said bill in equity further.

P. SPRAGUE,
C. S. & E. H. DAVEIS,
Solicitors.

MAINE DISTRICT, *ss:*

Circuit court, June 7, 1841, received and filed.
Attest: J. MUSSEY, *Clerk.*

C. C. U. S., Maine district, Monday, January 3, 1842.

In the case of GEORGE B. STEARNS, admr., plaintiff in equity, against. RUFUS K. PAGE, defendant.

The complainant moves and prays that the said defendant may be required to produce and exhibit all the books of account, papers, vouchers, and notes, required in said bill and mentioned in said answer, whether relating to said alleged copartnership, and matter thereof, or otherwise, and all letters and correspondence, and other writing mentioned therein, with a schedule therefor, to be deposited with the clerk for a reasonable time to examine the same, and to take any copies or minutes thereof; and that said defendant may be required to state under oath whether they are all that are in his possession or control, or which have been so since the filing of the original bill of complaint.

C. S. & E. H. DAVEIS,
Solicitors.

Ordered, that the books and papers mentioned in the above motion be produced at the clerk's office, on or before the first Monday of February next.

ASHUR WARE.

January 5, 1842.

GEORGE B. STEARNS, plaintiff in equity,
vs.
RUFUS K. PAGE.

I, the above named Rufus K. Page, do make affidavit that I have, prior to the fifteenth day of February last, duly deposited in the office of Henry W. Paine, esquire, in Hallowell, (that place being substituted by agreement of counsel of both parties for the clerk's office,) all the books and papers within my possession, or under my control, referred to in the motion of plaintiff, filed in said court on the third day of January, eighteen hundred forty-two, including the paper filed in the clerk's office before

that time; and that same books and papers have remained there ever since that time, and are now there for the inspection and examination of said Stearns; that he has made diligent search for certain papers embraced in said motion, such as original bills of goods purchased by the late firm of John O. Page and this respondent, which I have not been able to find, and know not what has become of them; it not being usual to preserve bills for upwards of thirty years, he thinks it probable they may have been destroyed by time and accident. The respondent does not recollect having seen any of said bills since the decease of said John O. Page, and they may have been lost or destroyed in removing the effects originally in the store; they were then placed into others since occupied by this respondent.

RUFUS K. PAGE.

KENNEBEC, *ss:*

April 25, 1842. Then the above named Rufus K. Page made oath to the truth of the foregoing affidavit according to the best of his recollection, knowledge, and belief.

Before me, F. ALLEN,
Justice of the peace.

And at said October term said cause is continued to the next term, reserving to both parties the right of filing further exhibits; and now, at the present term, the counsel for the parties read and refer to the following portions of exhibits filed, viz., of the exhibits filed by the plaintiff the following:

Exhibit 1.

Certified copy of administrator's bond of Sarah Page, as administratrix of the estate of John O. Page, executed by her as principal, and signed by Benj. Page, Rufus K. Page, Nathl. Dummer, Thomas Bond, jr., sureties; dated June 25, 1811.

Exhibit 2.

Certified copy of inventory of estate of John O. Page; warrant dated June 25, 1811; returned July 16, 1811.

Amount of personal estate appraised, - - - -	$63,907 39
" real estate " - - - - -	16,340
	$80,247 39

Among notes on interest, included in the inventory, with the amount due 16th July, 1811, are the following, viz:

Names.	Date.	Amount.	Due.
Rufus K. Page	May 13, 1808	1,858 98	2,213 11
Same	Oct. 26, 1808	1,168	1,358 77
Same	Dec. 13, 1808	342	395 18
Same	Jan. 9, 1809	302 20	347 87
Same	Jan. 23, 1909	319 75	366 23
Same	Sept. 26, 1809	360	399
Same	Oct. 3, 1809	250	276 79
Same	Nov. 25, 1809	1,423 95	1,564 20
Same	March 23, 1810	940	1,014 10
Same	April 24, 1810	248 71	267 03
Conditional.			
Same	May 5, 1810	1,960	2,100 79
Also a note of Rufus K. Page, dated Oct. 1810, for			191 57
Among further particulars included, $\frac{3}{4}$ of the hull of a new ship of 488 tons, - - - -			10,000
Half of brig Emeline, - - - - -			3,000

Filed, and made oath to, October 8, 1811.

Exhibit No. 3.

DR. *Store account in Co. with John O. Page, dec'd, in ac-count with Rufus K. Page, for proceeds of store.* CR.

For sundry demands against store, as per Schedule No. 2, D - - - - - - -		918 68
To R. K. Page's notes to J. O. Page, and interest, as per schedule No. 2, C - - - - - -		10,769 05
To J. O. Page's estate for $\frac{5}{8}$ balance -	12,933 97	
Store account for $\frac{3}{8}$ do. - - -	7,760 39	
		20,694 36
		$32,382 19
By balance J. O. Page's account to store, No. 1 -		7,827 92
" balance R. K. Page's account to do. No. 2 -		9,669 69
" balance interest as per schedule No. 2, B - -		269 00
" balance do. do. No. 2, A - -		80 89
Demands as per schedule No. 1 - - -		14,534 60
		$32,382 19

Exhibit No. 3.—Continued.

DR. *The estate of John O. Page, esq., deceased, in account current with Rufus K. Page.* CR.

To balance his account to store, as above - -	$7,827 92
To $\frac{5}{8}$ amount demands remaining in my hands for collection, as per schedule No. 1, which, when collected, is to be paid over to estate of J. O. Page, esq. - -	9,084 18
1810. Dec. 27.	
To $\frac{1}{4}$ amount sales Emeline's cargo, as per L. L. & Co. account, whole being, British sterlings, £298 19 11 -	998 88
1811. April 11.	
To $\frac{1}{4}$ amount sales Emeline's 2d cargo, as per do., whole being, sterling, £482 5 3 - - - -	535 85
June 8.	
To $\frac{1}{4}$ amount freight, Emeline, as per do., whole being, sterling, £533 16 8 - - - - -	593 15
To $\frac{1}{4}$ amount freight, 7 tons ashes, at $18 per ton -	31 50
" balance carried to new account . - -	8,106 05
	$27,177 53
By $\frac{5}{8}$ balance of store account brought down - -	12,933 97
" R. K. Page's notes and receipts, given up - -	10,769 15
" balance J. O. Page's private account, No. 3 -	1,335 51
" balance of interest on do. as per schedule No. 2, F -	151 28
1810. Oct. 7.	
By $\frac{1}{4}$th amount disbursements on brig Emeline, as per Logan, Lenox & Co.'s account, the whole being, in British sterling, £254 9 4 - - - - -	282 73
Oct. 10.	
By $\frac{1}{4}$ amount L. L. & Co.'s invoice, salt and coals, per Emeline, whole being, sterling, £202 16 2 - -	225 34
1811.	
By $\frac{1}{4}$ amount disbursements on Emeline, as per L. L. & Co.'s account, 2d voyage, whole being, sterling, £248 10 6 - - - - - - -	276 14
By $\frac{1}{4}$ amount paid in Liverpool, as per J. O. Page's memorandum, whole being $51 51 - - -	12 88
By $\frac{3}{8}$ amount draft on C. Fawcett, charged in store account, whole being $444 44 - - - 166 67	
Interest on do. to 31st Dec. 1811 - - 6 25	
By cash in hands of L. L. & Co., placed to Cr. John O. Page, for which Mrs. Page is to give a draft, the estate of J. O. Page not to be accountable for damage arising from failure, non-payment, or non-acceptance -	

Among notes on interest, included in the inventory, with the amount due 16th July, 1811, are the following, viz:

Names.	Date.	Amount.	Due.
Rufus K. Page	May 13, 1808	1,858 98	2,213 11
Same	Oct. 26, 1808	1,168	1,358 77
Same	Dec. 13, 1808	342	395 18
Same	Jan. 9, 1809	302 20	347 87
Same	Jan. 23, 1909	319 75	366 23
Same	Sept. 26, 1809	360	399
Same	Oct. 3, 1809	250	276 79
Same	Nov. 25, 1809	1,423 95	1,564 20
Same	March 23, 1810	940	1,014 10
Same	April 24, 1810	248 71	267 03
Conditional.			
Same	May 5, 1810	1,960	2,100 79
Also a note of Rufus K. Page, dated Oct. 1810, for			191 57
Among further particulars included, $\frac{3}{4}$ of the hull of a new ship of 488 tons, - - - - -			10,000
Half of brig Emeline, - - - - -			3,000

Filed, and made oath to, October 8, 1811.

Exhibit No. 3.

DR. *Store account in Co. with John O. Page, dec'd, in ac-count with Rufus K. Page, for proceeds of store.* CR.

For sundry demands against store, as per Schedule No. 2, D - - - - - - - -		918 68
To R. K. Page's notes to J. O. Page, and interest, as per schedule No. 2, C - - - - - -		10,769 05
To J. O. Page's estate for $\frac{5}{8}$ balance -	12,933 97	
Store account for $\frac{3}{8}$ do. - - -	7,760 39	
		20,694 36
		$32,382 19
By balance J. O. Page's account to store, No. 1 -		7,827 92
" balance R. K. Page's account to do. No. 2 -		9,669 69
" balance interest as per schedule No. 2, B - -		269 00
" balance do. do. No. 2, A - -		80 89
Demands as per schedule No. 1 - - -		14,534 60
		$32,382 19

Exhibit No. 3.—Continued.

DR. *The estate of John O. Page, esq., deceased, in account current with Rufus K. Page.* CR.

To balance his account to store, as above - -	$7,827 92
To $\frac{5}{8}$ amount demands remaining in my hands for collection, as per schedule No. 1, which, when collected, is to be paid over to estate of J. O. Page, esq. - -	9,084 18
1810. Dec. 27.	
To $\frac{1}{4}$ amount sales Emeline's cargo, as per L. L. & Co. account, whole being, British sterlings, £298 19 11 -	998 88
1811. April 11.	
To $\frac{1}{4}$ amount sales Emeline's 2d cargo, as per do., whole being, sterling, £482 5 3 - - - -	535 85
June 8.	
To $\frac{1}{4}$ amount freight, Emeline, as per do., whole being, sterling, £533 16 8 - - - - -	593 15
To $\frac{1}{4}$ amount freight, 7 tons ashes, at $18 per ton -	31 50
" balance carried to new account . - -	8,106 05
	$27,177 53
By $\frac{5}{8}$ balance of store account brought down - -	12,933 97
" R. K. Page's notes and receipts, given up - -	10,769 15
" balance J. O. Page's private account, No. 3 -	1,335 51
" balance of interest on do. as per schedule No. 2, F -	151 28
1810. Oct. 7.	
By $\frac{1}{4}$th amount disbursements on brig Emeline, as per Logan, Lenox & Co.'s account, the whole being, in British sterling, £254 9 4 - - - -	282 73
Oct. 10.	
By $\frac{1}{4}$ amount L. L. & Co.'s invoice, salt and coals, per Emeline, whole being, sterling, £202 16 2 - -	225 34
1811.	
By $\frac{1}{4}$ amount disbursements on Emeline, as per L. L. & Co.'s account, 2d voyage, whole being, sterling, £248 10 6 - - - - - - - -	276 14
By $\frac{1}{4}$ amount paid in Liverpool, as per J. O. Page's memorandum, whole being $51 51 - - -	12 88
By $\frac{3}{8}$ amount draft on C. Fawcett, charged in store account, whole being $444 44 - - - 166 67	
Interest on do. to 31st Dec. 1811 - - 6 25	
By cash in hands of L. L. & Co., placed to Cr. John O. Page, for which Mrs. Page is to give a draft, the estate of J. O. Page not to be accountable for damage arising from failure, non-payment, or non-acceptance -	

Exhibit No. 3.—Continued.

Principal is $1003 16, Int. to 31st Dec. $14 45 -	1,190 53
	$27,177 53
By old account for balance - - -	$8,106 05

After examining all the papers and amounts which have been exhibited to us, we have arranged the accounts of the late company of John O. Page and Rufus K. Page, and of the said parties individually, as above, and, (excepting a voyage of brig Emeline from Charleston to Liverpool, which cannot now be settled for want of the captain's accounts,) report the above as a settlement between them.

JOHN AGRY,
CHAND. ROBBINS,
Referees.

HALLOWELL, *Feb.* 29, 1812.

HALLOWELL, *Feb.* 29, 1812.

After examining the within account, and report of the within named referees, we, the subscribers, do agree to settle the same according to the within statement, and have settled the same accordingly; it being mutually understood and agreed that five-eighths of the amount of demands due to the late company, as stated within, (and being nine thousand eighty-four dollars and eighteen cents,) are the property of said deceased, and to be accounted for by said Rufus K. Page, when collected or demanded by the administratrix.

RUFUS K. PAGE.
SARAH PAGE, *Admin'x.*

Witness—CHAND. ROBBINS.

Exhibit No. 3, A, schedule No. 1, referred to in exhibit No. 3 of demands and debts of store, of which the balance is - $14,534 69

Exhibit No. 3, B.—Rufus K. Page's store account.

DR.	*Rufus K. Page, in account current with store.*	CR.
Debit amount, $12,516 74.	Credit amount - -	$2,847 05
	Balance - - -	9,669 69
		$12,516 74

Exhibit No. 3, C.—John O. Page's store account.

DR. *John O. Page, esq., dec'd, in account current with Rufus K. Page.* CR.

Debit account,	$36,543 01.	Credit account - -	$28,715 09
		Balance - -	7,827 92
			$36,543 01

Exhibit No. 3, D.—Schedule No. 2.

A.—*Store, Dr. in interest account to the estate of John O. Page, deceased.*

Debit amount - -	$6,485 88	Credit amount due	
Deducting certain items,	33 08	Rufus K. Page,	
	6,452 80	in interest acc't,	$6,371 91
		Balance -	80 89
			6,452 80

Store, Dr. in interest account to Rufus K. Page.

Debit amount - - $6,371 91

B.—*Rufus K. Page, Dr. to store, in interest account.*

Debit amount - -	$502 95	Credit - -	$233 95
		Bal. of interest -	269 00
			$502 95

C.—Rufus K. Page's notes and interest, amounting to - 10,769 15

D.—Debts due from store, amounting to - - - 918 68

E.—*Rufus K. Page, Dr. for errors in sundry charges, as per bill rendered.*

Debit - - -	$17 37	Credit - -	$1 36
		Balance - -	16 01
			$17 37

F.—*Rufus K. Page, Dr. to interest in private account.*

Debit - - -	$421 06	Credit - -	$269 78
		Balance - -	151 28
			$421 06

Exhibit No. 8.—Copy.

I, Major John O. Page, will and direct that a letter from Mr. May to Mr. Alder be delivered, and to pay him ye forty pounds in my pocket book, and that he give a receipt for the same, as by directions.

I desire Mr. Bond and Mr. Vaughan to take all my things to Mr. Vaughan's, including one hundred and sixty pounds, and examine the same and pay, in case I die, all my little debts in England, and send the rest home.

The medicines ordered to be shipped by Mr. Vaughan, to my family, at Hallowell, in the State of Massachusetts.

I give one-half of my brig Emeline to my brother.

I give my sword to my brother Rufus. My repeating watch to Emeline. The bosom watch to Louisa. My common watch to Horatio.

I give my lot of land, for which my father, Benjamin Page, paid to my father.

I desire Captain Woodard to be repaid ten pounds lent to me, deducting three pounds repaid him.

There is a trunk of wine at the Star and Garter, at Liverpool, and one or two cases of goods in the hands of the woman of the house, and one pipe of wine in the hands of John Blake, and which is paid for.

I give to Emeline the Dutton house. I give my father and mother, and my two sisters, a suit of mourning each, of one hundred dollars each.

I leave Thomas Bond, junior, and Rufus K. Page, my administrators. I give one-half of my Whipple house to my son Horatio. I also give him my store.

I give John O. Fowls, an apprentice boy, fifty dollars, and direct he be kept to his business by my brother.

There are some deeds to be recorded for service as president of the bank at Hallowell and Augusta and Massachusetts, for twenty-five hundred dollars, deposited in the vault of the bank at Hallowell and Augusta.

I acknowledge this to my last will and testament.

London, Feb. 27, 1811.

(Signed) JOHN OCTIV. PAGE.

(Signed) WM. VAUGHAN,
WM. WATT.

I witness that the above signature said in my hearing that it was his handwriting.

(Signed) JAMES BRIGGS.

We were present when Major J. Page acknowledge h.. handwriting in the presence of and before James Briggs; and also present when J. Briggs signed his name.

Signed, WM. VAUGHAN,
WM. WATT.

I desire Mr. Higginson will insure the adventure I am concerned with him in the same way he does for his own.

Witness: (Signed) WM. VAUGHAN.

Feb. 27, 1811.

The will, attested by W. V., will be sent to Mr. Bond, jun'r, the ex'r, at Boston. The medicines will not be shipped, and Mr. Higginson's insurance ends in nothing.

EXHIBIT

A copy of John O. Page's inventory from 1806 *to* 1816,

		No. polls.	Houses.	Shops.	Barns.	Acres of land on 1st mile.	Acres of land on 2d mile.	Acres of land on 3d mile.	Acres of tillage.	Mowing.	Pasturing.	Improved real estate at 6 per ct.	Unimproved real estate at 2 per cent.	Saw mills.	Acres of land on the 4th and 5th mile.
For the year 1806	John O. Page -	2	2	1	1	10	–	–	–	–	10	1000	–	–	–
" 1807	"	1	2	1	1	10	–	–	–	–	10	1120	–	–	–
" 1808	"	1	2	1	2	10	–	–	–	–	10	1120	–	–	–
" 1809	"	1	2	1	2	10	–	–	–	–	10	1450	133	–	–
" 1810	"	1	2	1	2	10	19	–	–	–	10	1200	133	–	–
						2lots									
" 1811	" heirs	–	1	–	2	10	19	–	–	–	10	1200	150	–	–
" 1812	Mrs. Sarah Page &					2lots									
	John O. Page's heirs	–	1	–	1	10	19	–	–	–	10	1100	150	–	–
" 1813	" "	–	1	–	1	13	19	–	–	–	13	850	150	–	–
" 1814	Mrs. Sarah Page "	–	1	–	1	13	19	–	–	–	13	850	150	–	–
" 1814	Do. for Church farm	–	1	–	1	–	–	100	1	6	4	150	625	–	–
" 1815	Mrs. Sarah Page &														
	John O. Page's heirs	–	2	–	2	10	19	100	1	5	20	910	702	–	–
" 1816	Mrs. Sarah Page -	–	1	–	1	10	19	–	–	–	10	650	95	–	–
	Guardian to Louisa														
	and Emeline Page -	–	–	–	–	–	–	–	–	–	–	–	–	–	–
" 1816	Rufus K. Page, guar-														
	dian to John O. Page	–	–	–	–	–	–	–	–	–	–	–	–	–	–

No. 23.

as appears by the records of the town of Hallowell.

Amount of real estate at 6 and 2 per cent.	No. horses.	Oxen.	Cows and 3 year old.	1 and 2 year old.	Swine.	No. carriages.	Stock in trade.	Money at interest.	Income.	Factory shares.	Bank shares.	Bridge and turnpike and insurance shares.	Tons of shipping.	Personal estate.	Amount of personal estate at 6 per cent.
60	2	–	1	–	1		400	–	–	–	275	75	568	8933 00	535 98
67 20	2	–	1	–	1		–	600	–	–	275	61	309	6830 00	409 80
								On hand.							
67 20	2	–	1	–	1		–	100	600	–	275	61	463	6804 00	408 24
89 66	2	–	1	–	–	Value of carriages.	–	–	600	–	275	80	463	5980 00	358 80
74 66	3	–	1	–	–	200	–	1000	600	–	115	–	406	5926 00	355 56
						Value.									
75 00	2	–	–	–	–	175	1500	1000	–	–	115	10	251	4963 00	297 78
69 00	2	–	1	–	1	125	–	3000	1000	–	245	61	366	5900 00	354 00
54 00	1	–	1	–	1	2	–	4000	1000	–	245	–	373	6218 00	373 08
54 00	1	–	1	–	1	2	–	5000	1000	–	245	–	373	8112 00	486 72
21 50	–	2	2	–	2	–	–	–	–	–	–	–	–	37 00	2 22
68 64	2	2	3	–	2	3	–	4000	250	9	156	–	366	5782 00	346 92
40 90	–	–	1	–	1	–	–	–	150	–	–	–	–	163 00	9 78
–	–	–	–	–	–	–	–	–	–	P	erso	nal e	state	3800 00	2 28
–	–	–	–	–	–	–	–	–	–		erso	nal e	state	1900 00	1 14

A copy of Rufus K. Page's inventory, from 1806 *to*

		No. of polls.	Houses.	Shops.	Barns.	Acres of land on 1st mile.	Acres of land on 2d mile.	Acres of land on the 3d mile.	Acres of tillage.	Mowing.	Pasturing.	Saw mills.	Improved real estate at 6 per ct.	Unimproved real estate, at 2 per cent.	Acres of land on the 4th and 5th mile.
For the year 1806	Rufus K. Page	-	-	not	taxed.										
" 1807	"	1	-	-	-	-	-	-	-	-	-	-	-	-	-
" 1808	"	1	-	-	-	-	-	-	-	-	-	-	-	-	-
" 1809	"	1	-	-	-	-	-	-	-	-	-	-	-	-	-
" 1810	"	1	-	-	-	-	-	50	-	8	-	-	80	336	-
" 1811	"	2	-	1	-	5	-	50	2	3	8	-	180	300	-
" 1812	"	2	-	1	-	5	wharf		-	5	-	-	300	-	-
" 1813	"	2	-	1	-	1½	wharf		-	1½	-	-	312	-	-
" 1814	"	2	-	1	-	-	do		-	-	-	-	550	-	-
" 1815	"	2	-	1	-	-	wharf		-	-	-	-	480	-	-
" 1816	"	2	-	1	-	-	-	-	-	-	-	-	460	-	-

The above is a true copy of the inventories of the above named per-years named above.

HALLOWELL, *August* 1*st*, 1843.

1816, *as appears by the records of the town of Hallowell.*

Tons of shipping.	Amount of real estate at 6 and 2 per cent.	No. horses.	Oxen.	Cows, and 3 year old.	1 and 2 year old.	Swine.	No. carriages.	Stock in trade.	Money at interest.	Income.	Factory shares.	Bank shares.	Bridge, and turnpike, and insurance shares.	Personal estate.	Amount of personal estate, at 6 per cent.
-	- -	-	-	-	-	-	-	300	-	-	-	-	-	-	18
-	- -	-	-	-	-	-	-	300	-	-	-	29	-	619	37 14
-	- -	-	-	-	-	-	-	450	-	-	-	29	-	595	35 70
-	11 52	-	-	-	-	-	-	450	-	-	-	20	4	530	31 80
87	16 80	-	-	-	-	-	-	590	-	-	-	20	4	1247	74 82
369	18	1	-	-	-	-	-	300	-	-	-	20	4	2510	150 60
360	18 72	1	-	-	-	-	-	1000	-	-	-	50	-	1900	114
150	33	1	-	-	-	-	-	800	200	-	-	50	-	1730	103 80
150	28 80	1	-	-	-	-	-	600	300	-	-	50	-	1720	103 20
150	27 60	-	-	-	-	-	-	600	300	-	-	-	-	1800	108

sons, as appears upon the records of the assessors of Hallowell, for the

BENJAMIN F. MELVIN, *Assessor*.

Exhibit No. 24.

The following is a list of the taxes assessed upon John O Page, and upon his heirs, from the year 1806, *to the year* 1815, *inclusive, in Hallowell.*

	Year.	High-way tax.	Town and county tax.	State tax.	Total.
John O. Page - - - -	1806	71 47	111 38	13 39	$196 24
" - - - -	1807	61 43	68 68	8 56	138 67
" - - - -	1808	61 18	85 85	10 50	157 53
" - - - -	1809	71 81	84 20	10 41	146 42
" - - - -	1810	57 36	97 42	10 04	164 82
" heirs - - -	1811	46 61	74 56	9 33	130 50
Mrs. Sarah Page, and heirs of J. O. Page	1812	63 45	90 95	11 28	165 68
" " "	1813	57 33	72 60	9 96	139 89
" " "	1814	67 59	135 18	10 28	213 05
" " "	1815	73 14	139 84	16 20	229 18
The following list is the amount of taxes assessed upon Rufus K. Page during the corresponding years above named:					
Rufus K. Page - - - -	1806	Not assessed.			
" - - - -	1807	4 05	4 42	76	9 23
" - - - -	1808	6 40	8 95	1 30	16 65
" - - - -	1809	6 22	8 83	1 34	16 39
" - - - -	1810	7 13	12 31	1 50	20 94
" - - - -	1811	14 47	23 32	2 91	40 70
" - - - -	1812	28 99	41 85	5 20	76 04
" - - - -	1813	20 71	26 26	3 76	50 73
" - - - -	1814	19 90	36 64	2 88	59 42
" - - - -	1815	24 90	47 30	5 43	77 63

Mr. STEARNS, SIR · I have examined the record of assessments made upon the inhabitants of the town of Hallowell, for the years designated above, and I hereby certify the sums set to the persons above named to be correct, unless I have committed some error in copying; and I further say, I do not find any assessment against John O. Page and Rufus K. Page, as copartners during the years named above.

BENJAMIN F. MELVIN, *Assessor.*

HALLOWELL, *July* 4, 1843.

Of the exhibits filed by the defendant, the following, viz:

1. *Bill of sale.*

Sarah Page, administratrix, to Rufus K. Page, dated 19 October, 1811, of one-half of the brig Emeline, of the burthen of 212 $\frac{6}{95}$ tons, in common form, register included. John Fowler and Mary Sherburne, witnesses.

2. *Extract from inventory of John O. Page's estate, certified by Francis Davis, register of probate.*

Abstract from the inventory of the estate of John O. Page, late of Hallowell, in the county of Kennebec, as returned and filed in this

office October 8, 1811. On the 20th page of said inventory I find the following, viz:

"Half of brig Emeline" - - - - - $3,000 00

3. Sarah Page's 1st acc't of admin'n, rend'd 25th Aug., 1812.
" 2d " " 12th Oct., 1813.
" 3d " " 31st Oct., 1815.
" 4th " " 20th Feb., 1816.

4. *Valuation.*

Signed and certified by the assessors of Hallowell, of taxes, from 1806 to 1816, inclusive.

5. *Parties and dates to bonds exhibited.*

Sarah Page, principal on her bond as adm'x of John O. Page's estate.

Benj. Page,
Rufus K. Page,
Nath'l Dummer,
Thomas Bond.
} Sureties.

25*th June*, 1811.

Sarah Page, guardian to Emeline and Louisa Page.

Rufus K. Page,
Wm. H. Page,
Thomas Agry,
Thomas Bond,
Hiram A. Bement,
} Sureties.

8*th Jan.*, 1816.

Rufus K. Page, guardian of John Odlin Page.

Wm. H. Page,
Benj. Page, jr.,
Hiram A. Bement,
Sarah Page,
Thomas Bond.
} Sureties.

8*th Jan.*, 1816.

6. Hallowell, Feb. 29, 1812. For value received, I promise to pay to the order of Sarah Page, administratrix on the estate of John O. Page, esq., deceased, on demand, three thousand eight hundred and seventy dollars and fifty-four cents, and interest.

(Signature cancelled) RUFUS K. PAGE.

Witness: CHAND. ROBBINS.

$2,079 53. Due Feb. 7, 1816.

$335 07. July 15, 1813. Three hundred and thirty-five dollars and seven cents, paid Sarah Page.

$756 20. August 20th, 1813. Rec'd, by Sarah Page, seven hundred fifty-six dollars and twenty cents, on the within, by note against said S. Page to B. Page, given up.

$1,369 38. January 15, 1815. Thirteen hundred and sixty-nine dollars and thirty-eight cents, paid Sarah Page, balance of an account due R. K. Page.

$60 50. Feb. 1st, 1815. Rec'd sixty dollars and fifty cents on the within, being part of taxes p'd J. W. Page, collector.

7. *Letter John O. Page to Rufus K. Page.*

LIVERPOOL, *Sept.* 25, 1810.

RUFUS: We have just got the brig discharged, which has been a tedious business, owing to the vast number of vessels in port; about 200 sail are now discharging. The brig will sail in about five days, ballast with salt, for Savannah or Charleston. The insurance on Butler's ashes is not yet settled, but think it will be closed this week. When it is done, I will forward the statement, but fear it will come much short of his expectations. I wish you to purchase from 400 to £550 sterling, in exchange, if you can manage to get bills of our bank into circulation. You can probably purchase of Capt. Agry, A. Wood, jr., or Moses Carleton, jr., at the same rate exch'ge is in Boston. Mr. Munson forwarded a bill to me of £450, which he bought at 5¼ pr. ct. discount. As the rate is fluctuating, you can agree at the rate in Boston which Mr. Munson will fix. This will save them a commission in selling, which is one per ct. Capt. Agry has money in hands Logan & Lenox. I intend sending out a few goods in the spring, which can be bought best with cash, as what I purchase will be picked up from different manufactories. I have had no letters from home since my arrival; hope you will not omit writing by every conveyance. I have not heard of the arrival of y'r sch'r at any port in this country. Easterly winds have prevailed for some time, which has occasioned long passages. Capt. Agry's brig Adeline has not yet got in. The Dingley ship is probably on her passage, but will be a long time getting here; in the mean time, hope the markets will get better for timber, otherwise she will make small charter. I think vessels will not be so high in America as they have been, when the fall fleet returns, as the voyages will end badly in many instances. I hope our affairs go on well at home. Let every thing be attended to with care; do not trust too much to John in the store; he is young, and some depredations may be committed upon us in your absence. Order him to shut the store at dark. Let my horses be attended to; it will be well to keep the Lamson horse at home, and let Joseph Lamson winter the Howard horse; if he will keep him well; otherwise you will provide for him in some other safe way. I shall again write you in two or three days by the Mary Jane.

Yours, in haste,

JOHN O. PAGE.

8. Books of Rufus K. Page, consisting of ledger and three journals.

9. Letter of guardianship to R. K. Page.

CIRCUIT COURT OF THE UNITED STATES,
Maine district:

GEORGE B. STEARNS, com. de bonis non,
vs.
RUFUS K. PAGE.

The said Rufus K. Page subjoins the following schedule of books and papers, as all that he has or had in his possession, which are embraced in the motion of said Stearns, dated the 5th of April, 1843, and signed by his solicitors, viz:

1st. A journal or day book, commencing with the copartnership of John O. Page, late dec'd, and said Rufus K. Page.

2d. A 2d journal or day book.

3d. A 3d journal or day book.

4th. A ledger, in which the journals are posted.

5th. A note of Rufus K. Page to Mrs. Sarah Page, taken up, dated Feb'y 29th, 1812, for $3,870 $\frac{50}{100}$, with endorsements.

6th. Extract from letter of John O. Page to Rufus K. Page, dated Sept. 25th, 1810.

RUFUS K. PAGE.

KENNEBEC, *ss:*

April 12th, 1843.—Then the above named Rufus K. Page made oath to the above statement, by him signed according to the best of his knowledge and belief, before me,

FRED. ALLEN, *Jus. Peace.*

"It is admitted that the paper exhibited as a bill of sale of one half the brig Emeline by Sarah Page, administratrix, to Rufus K. Page, was signed by said Sarah Page, and executed in presence of the attesting witnesses; and that the said Mary Sherburne is now Mary Clarke, the wife of John Clarke. The same being now duly filed as an exhibit. And that the same was not known to either plaintiff or his counsel, at the time of filing interrogatories, and taking out commission to take the testimony of said Mary Clarke.

(Signed,) C. S. & E. H. DAVIES, *for plaintiff.*
F. ALLEN, *Attorney for defendant.*

C. C., U. S., Oct. 5th, 1843.

It is admitted that the paper purporting to be signed by Thomas Bond, and which is filed in the case of Stearns vs. Rufus K. Page, a copy of which is attached to the answer by plaintiff, is in his handwriting, including the signature thereto.

F. ALLEN,
Attorney to said R. K. Page.

Oct. 5th, 1843.

This cause came on to be heard at this term, upon the bill, answer, exhibits, and proofs produced by the parties, and was argued by counsel. And on the third day of the term, on consideration whereof, it is ordered, adjudged, and decreed, that the said bill of the said George B. Stearns, administrator as aforesaid, be dismissed, with costs, for the said defendant.

And now, after the passing of this decree, the said Stearns files the following application and bond, which are approved and allowed, and the appeal prayed for granted, viz., at October term, A. D. eighteen hundred and forty-five, holden by adjournment on the first day of December next, following :

To the honorable justices of the circuit court of the United States, Maine district :

Your petitioner respectfully represents, that he is the plaintiff in a suit lately pending in this court, wherein George B. Stearns, administrator de bonis non of John O. Page, is complainant in equity, against Rufus K. Page, defendant; that at the May term, 1844, a decree was made in said cause, in favor of the defendant; and that your petitioner is desirous of carrying the said cause by appeal to the Supreme Court of the United States; wherefore he prays that his said appeal may be allowed, upon his filing in court the proper bond, to prosecute the same and respond all such damages and costs as may be recovered against him.

GEORGE B. STEARNS,
By C. S. & E. H. DAVEIS,
Solicitors.

Allowed : A. WARE.

Know all men by these presents, that we, George B. Stearns, of Hallowell, and Wilmot Wood, of Wiscasset, in the State of Maine, are holden, and stand firmly bound and obliged unto Rufus K. Page, of Hallowell, aforesaid, in the sum of two hundred dollars, to be paid to the said Page, his executors, administrators, or assigns; to the which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, dated the twenty-seventh day of November, in the year of our Lord one thousand eight hundred and forty-five.

The condition of the above obligation is such, that whereas in a certain cause lately pending in the circuit court of the United States for Maine district, wherein George B. Stearns, administrator de bonis non, of John O. Page, is plaintiff in equity, against Rufus K. Page, defendant, a decree was made in favor of said defendant, from which decree the said plaintiff has entered an appeal to the Supreme Court of the United States. Now, therefore, if said Stearns shall prosecute said appeal with effect, and respond all such damages and costs against him by

said Page in said suit, then this obligation to be void, otherwise to remain in full force.

GEORGE B. STEARNS, [L. S.]
Witness, WILMOT WOOD. [L. S.]
B. V. PAGE to W. WOOD.
F. E. STEARNS to G. B. STEARNS.
Approved: A. WARE.

UNITED STATES OF AMERICA, *Maine district, ss:*

I, John Mussey, clerk of the circuit court of the United States for the first circuit for Maine district, do hereby certify the foregoing, contained on three hundred and nine pages, as numbered, to be a true copy, as of record, of the bills, answers, exhibits, proofs, and proceedings, in the case of George B. Stearns, administrator de bonis non of John O. Page, deceased, plaintiff in equity, against Rufus K. Page, defendant, determined in said circuit court at May term, A. D. one thousand eight hundred and forty-four.

In testimony whereof, I have hereunto set my hand and affixed the seal of said circuit court at Portland, on this twenty-ninth day of November, in the year of our Lord one thousand eight hundred and forty-five. [L. S.]

JOHN MUSSEY.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the honorable the judges of the circuit court of the United States for the district of Maine, greeting:

Whereas, in a certain suit in the said circuit court, between George B. Stearns, administrator de bonis non of John O. Page, plaintiff in equity, and Rufus K. Page, defendant, which suit was removed to the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress in such case made and provided, a diminution of the record and proceedings of said cause has been suggested, to wit: "An omission of the first, second, third, and fourth accounts of Sarah Page, administratrix of John O. Page, as presented and allowed, and settled in the probate court for the county of Kennebec, in the State of Maine."

You, therefore, are hereby commanded, that searching the records and proceedings in said cause, you forthwith certify what omissions you shall find to the said Supreme Court of the United States, so that you have the same, together with this writ, before the said Supreme Court forthwith.

Witness, the honorable Roger B. Taney, chief justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and forty-five.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

UNITED STATES,

Maine district, ss: Circuit court.

Pursuant to the within writ, the annexed copies are certified as forming the omissions supposed, and constitute a full and perfect record of said cause, agreeably to the agreement of the solicitors, which is also herewith returned under the seal of said circuit court, this thirty-first day of July, in the year of our Lord one thousand eight hundred and forty-six.

ASHUR WARE, *district judge*.

J. MUSSEY, *Clerk U. S. circuit court*.

The first account of Sarah Page, administratrix on the estate of John O. Page, late of Hallowell, esquire, deceased.

First. The said accountant charges herself with the personal estate of said deceased, as per the inventory of the same, being - - - - -	$63,907 39
Also with the following sums received—	
Dividend at H. & A. Bank, (for June, 1811) - -	259 75
Cash rec'd of J. Hayden, for rent - - -	20 00
" B. Davenport, do. - - -	20 00
" M. Johnson, of Farmington - -	20 00
" N. Gilman, jr., for bal. - - -	94 00
" Thos. Vose - - - -	62 98
" A. Leonard, for rent - - -	45 00
" B. Davenport, do. - - -	55 00
" Abm. Davenport, for bal. - -	7 70
" A. Leonard, for rent - - -	40 00
" B. Davenport, do. - - -	20 00
" Munson & Barnard, for bal. ac. -	1,256 75
" B. Davenport, for rent - - -	53 63
" Tho. Hinkley - - - -	47 64
" Rufus K. Page, for bal. store ac. -	8,106 05
" A. Leonard, for rent - - -	20 00
" Henry Getchell - - - -	581 19
" bal. of Mr. West - - - -	50
" " Gillman & Watson - - -	75
" Geo. Gardiner - - - -	2 50
By sundry town orders not inventoried - -	100 8
Cash for rent, of Davis & Davenport - - -	19 73
Do. of State Treasurer - - - -	50 75
Do. of Jos. S. Smith, for bal. ac. - - -	61 85
	$74,853 24

And prays allowance for the following payments and expenses, &c.

1811.		
Paid for Seamen's wages as per R. K. Page's rect.	No. 1	$400 00
" Davis & Davenport's bill - -	2	19 73
" Moses Whittier, as per rect. - -	3	4 11
" Peter Edes, bill - - -	4	1 00
" John Judkins, as per rect. - -	5	3 87
" James Blish, " " - -	6	966 07
" Jacob Cram, " bill - -	7	2 59
" Runnell Hutters, " - -	8	8 67
" James Gow, for taxes, as per bill -	9	160 32
" John O. Towle, as per rect. - -	10	50 00
" Alfred Martin, bill - - -	12	13 20
" Henry Sewell, for recording deeds -		1 00
" Sparhawk, for repairing gun & pistols -		1 00
" C. Rollins, as per bill - - -	13	22 69
" Wilde & Bond, as per rect. - -	14	27 81
" Spencer Fenno's bill - - -	15	6 00
For allowance to widow of decd., per order -	16	5,000 00
Paid bond, due at the custom house - -	17	128 50
" for 3 rakes and 2 pitchforks - -		1 84
Paid Thos. Eastman's bill - - -	18	3 04
" N. G. Pratt's " - - -	19	5 09
" Calvin Ballard, as pr. recpt. - -	20	267 00
" Chamberlain, for repairing pump - -		25
" Jonas Child, as pr. rect. - - -	21	7 00
" Clapp & Agry, as pr. account - -	22	384 83
" Saml. Curtiss, bill - - -	23	5 63
" Abr. Davenport, " - - -	24	27 63
" Bal. Caleb Stevens, account - -	25	1,589 81
" Rufus K. Page's bill - - -	26	4,220 04
" Richard Dummer's " - - -	27	8 00
" C. Robbins, " - - -	28	18 86
" Henry Getchell, as pr. acct. - -	29	1,374 06
" Thos. Hinkley, as pr. rect. - -	30	1 00
" Custom House bond - - -		128 50
" Robt. H. Gardiner, as pr. rect. -	31	490 00
Deceased notes to Stevens Smith, and int., -	32	201 00
Paid Page & Bernent's account - -	33	923 81
" C. Robbin's bill - - - -	34	34 00
" N. Thayer's " - - - -	35	169 84
" Thos. Lakeman's bill - - -	36	5 50
" Thos. Lakeman, jr., for sund. - -		1 33
" Joseph Dummer's bill - -	37	13 97
" Bal. of Abm. Gibson's account - -	38	444 16
" Moses Carson, as pr. rect. - -	38½	24 00
" Thos. Lakeman, as pr. bill - -	39	4 33

Paid to H. & A. Bank, as per acct. - - 40	$79 00
" Rufus K. Page's bill - - - 41	194 39
For the following notes of hand, inventoried, signed by Rufus K. Page, but given up on settlement of the late company's account.	
Note of May 13, 1808, for - - -	2,213 11
" Oct. 26, 1808, " - - -	1,358 77
" Decr. 13, 1808, " - - -	395 18
" Jany. 9, 1809, " - - -	347 87
" " 23, 1809, " - - -	366 23
" Sept. 26, 1809, " - - -	399 00
" Oct. 3, 1809, " - - -	276 79
" Nov. 25, 1809, " - - -	1,564 20
" Mar. 23, 1810, " - - -	1,014 10
" Apl. 24, 1810, " - - -	267 03
" May 5, 1810, " - - -	2,100 79
" Oct. 18, 1810, " - - -	131 57
For William Whipple's note of 10th July 1810, given up on settlement with him - - - -	63 41
For the following notes signed by Caleb Stevens, jr., inventoried, but given up on settlement.	
Note of 21 Feby., 1809 for - - -	54 92
" 21 Feby., 1810 " - - -	410 51
" 12 June, 1810 " - - -	106 57
" 20 Augt., 1810 " - - -	52 57
" 7 Sept., 1810 " - - -	65 00
" 4 Oct., 1810 " - - -	1,249 25
For the following demands inventoried, but judged desperate and uncollectable.	
Joseph Smith, judgment - - - -	14 17
Osgood Johnson, confession - - - -	30 00
Same note - - - -	129 27
Joseph Greely " - - - -	6 00
Josiah Tilton " - - - -	1 24
Jona. Greely " - - - -	2 00
Jas. Fenrick, note to J. Ring - - -	80 00
Daniel Towle note for oxen - - -	65 00
Same " - - - -	166 85
Same " - - - -	64 16
Same " - - - -	9 24
Abner Been " - - - -	92
Jonas Dutton " - - - -	148 84
Same " - - - -	67 32
Moses Carr " - - - -	342 21
Saml. Hoyt " - - - -	1 45
Catharine Turner " - - - -	54 56
Noah Prescott " - - - -	186 09

James McCausland	note - - - - -	$2 19
Same	" - - - - -	4 97
Jona. Prescott	" - - - - -	1 10
Same	" - - - - -	1 88
Stephen Rider	" - - - - -	92
Chase Prescott	" - - - - -	18 01
John Roggers	" - - - - -	4 47
Elephalet Smart	" - - - - -	1 30
Stephen Hunt	" - - - - -	8 67
Nathl. Norris	" - - - - -	3 14
John Prescott	" - - - - -	73 26
Jona. Prescott	" - - - - -	1 13
Thos. Stickney	" - - - - -	2 88
Prescott & Hinkley	" - - - - -	55 17
Stephen Hinkley	" - - - - -	35 49
Wm. Bachelder	" - - - - -	4 97
Jacob Basford	" - - - - -	109 24
Same	" - - - - -	16 50
Benj. Eastman	" - - - - -	37 79
Same	" - - - - -	112 63
Bar. Gannett	" - - - - -	54 20
Nathan Hunt	" - - - - -	317 86
Saml. Smith	" - - - - -	12 90
Simon Murrey	" - - - - -	14 05
Josha. Newcomb	" - - - - -	74 68
Same	" - - - - -	62 20
Will. Whittier	" - - - - -	9 48
Same	" - - - - -	6 12
John North	" - - - - -	4 21
Nathl. Richmond	" - - - - -	10 67
Wm. Brink	" - - - - -	7 59
S. G. Whipple	" - - - - -	29 34
John Ring	" - - - - -	7 91
Jesse Bullen	" - - - - -	86
B. & D. Packard	" - - - - -	37 41
Edward Esty, execution	- - - - -	132 44
John Freeman	do. - - - - -	32 60
Isaac Bellington	do. - - - - -	14 78
		$32,635 72
For ¾ N. Dummer's bill, hauser for ship Horatio, whole being $74 56; No. 42	- - - -	55 92
1812. To paid N. Ripley ½ of exchg., drawn by C. Ballard, and int.; 43	- - - -	57 42
To paid John Sewell, for highway tax; 44	- -	5 00
" Wild & Bond, bill; 45	- - -	88 41

To paid journeying to settle this account, and do. to exhibit the same - - - -	$10 00
For probate fees, &c. - - - -	6 86
	$32,859 33

SARAH PAGE, *Administratrix*.

HALLOWELL, *25th August*, 1812.

KENNEBEC, *ss:*

In probate court, at Augusta, 25th August, 1812, Sarah Page, above named, presented this account, produced vouchers, and made oath to the truth of the same. It is thereupon decreed, that the same be and it hereby is allowed, and ordered to be recorded.

DANIEL CONY,
Judge of probate.

A true copy of the original.
Attest: FRANCIS DAVIS, *Register*.

Filed 28th July, 1812; notice ordered, and 25th August next, assigned for considering this acc't.

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, Sept. 26, 1843, received and filed.
Att: J. MUSSEY, *Clerk*.

A true copy.
Attest: J. MUSSEY, *Clerk*.

The second account of Sarah Page, administratrix on the estate of John O. Page, late of Hallowell, esquire, deceased.

1st. The said administratrix charges herself with the following accounts received by her, viz:	
Rent of hotel, received of J. Kidder, to 12th July, 1812	$147 50
Rent of house to Benj. Davenport - - -	93 00
Rent rec'd of A. Leonard for Dutton House - -	14 97
Am't rec'd of Sam'l G. Ladd on account - -	75
Rent of house in Farmington, rec'd of Thos. Johnson -	16 00
Rent of Dutton House, rec'd of A. Leonard - -	20 00
Rent of house in Hallowell, rec'd of S. Hayden -	20 00
Rent of hotel, rec'd of S. Kidder - - -	34 36
Am't rec'd of J. S. Smith on account - - -	16 16
Rent of hotel, rec'd of Jno. Kidder - - -	36 87
Am't rec'd of S. & N. Hinkley on account - -	15 40
Rent rec'd of Jos. Johnson of Farmington - -	20 00

Rent rec'd of S. Hayden for house - - -	$20 00
Am't rec'd of J. Starling on account - - -	5 00
Rent of hotel of Jno. Kidder - - - -	15 00
For five-eighth parts of the amount collected by Rufus K. Page on notes and accounts due to the late company of J. O. & R. K. Page, the same being deceased right in said company of J. O. & R. K. Page - -	3,472 63

For the following notes of hand, executions, and judgments rec'd of R. K. Page on the division of notes, &c., belonging to said late company, the same being the proportion of said deceased in said concern, including the interest on the same to July, 1813, "viz:"

William Whipples,	note, March 2, 1810	- -	30 00
William Whipples,	" May 19, "	- -	16 70
Stephen Scribner,	" Apl. 24, "	- -	7 42
Simon Page, jr.,	" Apl. 24, "	- -	2 55
Stephen Norton,	" Mar. 20, "	- -	1 45
Levi Thing,	" Nov. 5, "	- -	38 28
Daniel Mathews,	" June 4, "	- -	27 19
Paro & Stephen Smith,	" May 15, "	- -	55 81
Jere. Richardson,	" Sept. 17, "	- -	3 05
Will'm Jordan,	" Mar. 19, "	- -	26 10
Eben. G. Greely,	" June 25, "	- -	5 91
Robert Yellowly,	" Dec. 8, "	- -	1 97
Edmond Frost,	" Dec. 18, "	- -	10 52
Thomas Lovejoy,	" Apl. 30, "	- -	5 29
Gardner Brown,	" Mar. 20, "	- -	1 09
Levi French,	" Apl. 25, 1811	- -	7 12
James Soward,	" Sept. 20, "	- -	7 79
John Chandler, jr.,	" Aug. 5, "	- -	24
Nathan Davis,	" Nov. 29, "	- -	64
John Kent,	" Sept. 20, "	- -	77
Cyril Smith,	" June 25, "	- -	1 58
Caleb Jewett,	" Apl. 29, "	- -	25 59
Moses Dudley,	" March 6, "	- -	11 90
Solomon Bates, jr.,	" June 6, "	- -	26 26
Jona. Judkins,	" Aug. 1, "	- -	69 72
William Cross,	" Jan'y 5, "	- -	18 45
James Chapman,	" June 7, "	- -	3 60
Jno. Chamberlain,	" Nov'r 6, "	- -	3 53
Freeborn Groves,	" Feb. 11, "	- -	3 02
Joseph Fowler,	" Dec'r 2, "	- -	1 13
Joseph Glidden,	" July 19, "	- -	17 32
John Prescott,	" Apl. 16, "	- -	1 53
Benj. Leighton, jr.,	" June 7, "	- -	31 71

Steph. B. Judkins,	note,	May 30,	1811	- -	$10 19
John Judkins,	"	Sep. 11,	"	- -	4 57
Scribner & Robinson,	"	Dec. 14,	1812	- -	166 77
Simon & Robt. Page,	"	Jan'y 9,	"	- -	251 44
Nath'l Perley,	"	April 27,	"	- -	17 97
Stephen B. Clough,	"	July 30,	"	- -	10 72
Nath'l Zilton,	"	Jan'y 7,	"	- -	20 74
Elihu Loud,	"	April 3,	"	- -	17 30
Peltiah Hussey,	"	April 28,	"	- -	4 07
Eben Mayo,	"	Aug. 21,	"	- -	7 44
Stephen Scribner,	"	Mar. 23,	1813	- -	3 72
Thos. H. Norcross,	"	July 2,	"	- -	1 34
Moses Dudley,	"	Jan'y 23,	"	- -	22 37
Dan'l Marion,	"	Feb. 16,	"	- -	6 75
Eliph't Gilman,	"	June 15,	"	- -	5 57
Will'm Mathews,	"	Jan'y 26,	"	- -	20 76
John Thompson,	"	June 19,	"	- -	40 82
John P. Eagan,	"	Feb'y 6,	"	- -	1 53
Ashur Spaulden,	"	Mar. 27,	1812	- -	316 25
Moses Dudley,	"	Sept. 14,	1810	- -	18 11
Sam'l Bullen,	"	July 5,	1809	- -	4 86
Gideon Gilman,	"	April 10,	"	- -	11 36
Sewell Winslow,	"	April 25,	"	- -	24 35
Nathan Colcord,	"	April 8,	"	- -	24 26
Nath'l Colcord,	"	May 15,	"	- -	8 68
John Smith, jr.,	"	July 19,	"	- -	3 82
Edmund Adams,	"	Dec'r 5,	"	- -	5 67
James Atkinson,	"	Nov'r 2,	"	- -	2 13
Prince Brown,	"	Mar. 23,	"	- -	2 30
Simeon Ladd,	"	Feb. 25,	"	- -	94
Henry Smith,	"	Dec. 13,	"	- -	3 41
Benj. Page, jr.,	"	April 18,	"	- -	11 52
Levi French,	"	Feb. 14,	"	- -	6 81
James Bolton,	"	Mar. 10,	"	- -	2 83
Gardiner Brown,	"	July 22,	1809	- -	14 81
Gardiner Brown,	"	Aug't 9,	"	- -	9 86
Jacob Basford,	"	April 4,	"	- -	15 06
Zerah Payne,	"	May 11,	"	- -	3 41
Eben. Buswell,	"	Feb'y 1,	1808	- -	18 29
James Robinson,	"	Nov. 28,	"	- -	8 48
Thos. Lovejoy,	"	Mar. 10,	"	- -	100 41
Nath'l Greely,	"	Nov. 17,	"	- -	16 96
Nath'l Greely,	"	Nov. 11,	"	and int. for -	23 04
Sam'l Page,	"	Jan. 12,	"	- -	9 63
Philip Lord,	"	Sep't 2,	1807	- -	14 20
Jona. Trask,	"	May 20,	"	- -	17 72
Nath'l Colcord,	"	July 17,	"	- -	12 22

Solomon Bates, jr.,	note,	Nov. 28,	1807	$10 15
James Burns,	"	Aug. 15,	"	6 35
Sam'l Brown,	"	May 18,	"	4 59
Ithael Colley,	"	Aug. 26,	"	9 17
Dudley P. Thing,	"	Nov. 14,	"	13 36
John Leighto ,	"	Mar. 27,	"	38 71
John Judkins,	"	Jan. 17,	"	5 41
Jona. Seavy,	"	Dec. 21,	"	2 67
Obadiah Tibbets,	"	July 16,	"	4 75
Stephen Rogers,	"	May 26,	1806	63
Ezekiel Leighton,	"	Aug. 27,	"	6 10
Will'm Walton, jr.,	"	Nov. 12,	"	10 90
Moses Coolidge,	"	Sep. 10,	"	8 24
Jno. Atkinson,	"	Dec'r 3,	"	3 18
Scipias Moody,	"	July 19,	"	1 50
Sam'l Stubbs,	"	June 6,	"	55
Ephraim Lord,	"	Sept. 4,	1811	8 46
Wm. Bernard, 3 notes				176 42
John Webster, confession				50 00
Sanborn Blake, confession				51 46
Gardiner & Coolidge, note				7 00
Stephen Stone, note				5 00
Joseph Starling, execution				32 10
Peter S. Fulsome, execution				5 30
Caleb Brown, execution				4 22
Asa Brown, execution				9 15
Benj. Jenness, execution				3 15
Solomon Hoxie, execution				238 30
Town of Pittston, town order				59 07
Town of Pittston, town order				22 50
For five-eighths of the amount of Gardiner Brown's note, payable to R. K. Page, dated July 4, 1809, that being the deceased interest in said note				2,013 35
				$8,550 11

And prays allowance for the following charges and payments: 1st. For the following notes of hand and executions received as above, but judged uncollectable, viz:

Freedom Graves note	$3 02	Tho. Lovejoy's note	$100 41	$103 43
Thomas Lovejoy	5 29	John Atkinson	3 18	8 47
Nathaniel Greely	16 96	Scipio Moody	1 50	18 46
Nathaniel Greely	23 04	Samuel Stubbs	53	23 59
Jna. Leavy	2 67	Samuel Page	9 63	12 30
James Bolton	2 88	Gardiner Brown	1 09	3 97

Gardiner Brown	$14 81	Gardiner Brown	$9 86	24 67
Jacob Basford	15 06	Moses Cooledge	8 24	23 30
Obadiah Tibbets	4 75	Stephen Rogers	63	5 38
Ezekiel Leighton	6 10	William Walton, jr.	10 96	17 06
Zerah Payne	3 41	Edmund Adams	5 67	9 08
James Atkinson	2 13	Caleb Brown, exec'n	4 22	6 35
Asa Brown, execut'n	9 15	Benj. Jenness, ex'cn	3 15	12 30
J. Webster, confess.	50 00	Sam. Blake, confess.	51 46	101 46
				369 82

Also for the following notes inventoried, but judged uncollectable, viz:

Samuel Norcross	$65 00	Gardiner Brown	$382 70	$447 79
James Hinkley, 2d	9 11	Samuel Whilton	4 22	13 53
Gardiner Brown	1 14	Theo. B. Morgan	14 79	15 93
John Leighton	14 31	William Johnson	3 53	17 84
Eliab Lyon	3 43	Thomas Hankinson	17 04	20 47

To be presented, and if hereafter collected, to be accounted for.

For Samuel P. Glidden's note paid in lifetime of the deceased, No. 3	$7 79
For R. K. Page's bill paid, No. 1	2,009 05
For William Norcross, No. 2	19 50
For amount paid Andrew Blunt's bill, No. 4	6 75
For balance paid Daniel Heard, as per bill, No. 5	11 53
Paid Captain Stevens wages, &c., as per account, No. 6	110 18
For interest paid R. K. Page, as per his account, No. 7	91 47
Paid David Philbrook, highway taxes, as per bill, No. 8	57 33
For amount paid John Kidder, for repairs, as per bill, No. 9	1 38
Paid Benjamin Davenport, repairing aqueduct, No. 10	7 50
For amount paid Isaac Hubbard, as per bill, No. 11	25 00
Paid Jonathan Hyde, as per receipt, No. 12	20 74
Paid William Livermore, as per bill, No. 13	22 23
Paid John Woods, as per bill, No. 14	5 01
Paid Abraham Hammoth's bill, No. 15	29 08
Paid Chand. Robbins, as per bill, No. 16	19 00
Paid Ezekiel Goodale, part of his bill, No. 17	7 26
Paid Benjamin Butler, for taxes, No. 18	1 10
Paid Nathaniel Cheevers's bill, No. 19	1 25
Paid Philip Leech his bill, No. 20	108 44
For Nathaniel Greely's note, given up on settlement with B. Rogers	48 71

For allowance to Benjamin Page on Nathaniel Greely's note, when he redeemed the house and land mortgaged to secure the same, being rents refunded - - -	$176 46
For bal. paid B. Page on settlement, as per receipt, No. 21	236 21
For the following notes given up on settlement with B. Page:	
Note for $20 60—Note for $351 61—Note for $41 71 -	413 67
For amount John Kidder's bill paid, No. 22 - - -	2 88
For amount Jos. Lamson's bill paid, No. 23 - - -	22 61
For amount Sam. S. Wilder's bill paid, No. 24 - -	53 40
For amount Benj. Wales's bill paid, No. 25 - - -	4 40
For amount paid John Woods his bill, No. 26 - -	3 00
For amount Samuel Thing, as per receipt, No. 27 -	6 00
For sundry taxes paid James Gow, as per bill, No. 28 -	145 53
For deceased note to L. & K. bank paid - - -	9,000 00
For error in inventory of L. & K. Maine insurance shares, 10 of said shares having been transferred by deceased, No. 30 - - - - - - - - - - -	1,000 00
For amount paid Wilde & Bond, as per account, No. 31	60 84
For amount paid Thomas Lakeman, for repairs, &c. -	1 67
For amount David Colburn's account paid - - -	43 22
For amount paid C. Robbins, as per bill - - -	9 51
	14,674 99

HALLOWELL, *October* 12, 1813.

SARAH PAGE, *Administratrix*.

KENNEBEC, *ss:*

In probate court, at Augusta, 12th October, 1813, Sarah Page, administratrix, presented this account, produced vouchers, and made oath to the truth of the same. Whereupon, I do decree, that the same be, and it hereby is, allowed and ordered to be recorded.

DANIEL CONY, *Judge of probate*.

Presented in probate court, 31st August, 1813, at Augusta; ordered, that this account be considered on the 28th September next, and notice thereof be published in the public newspaper printed in Hallowell.

IN PROBATE COURT, 28*th Sept.*, 1813, *at Augusta*.

Ordered, that the consideration of this account be postponed to Tuesday, the 12th day of October next, at the probate court, then to be holden at Augusta, neither party now appearing in court.

A true copy of the original.

Attest: FRANCIS DAVIS, *Register*.

MAINE DISTRICT, *ss:*
Circuit court, clerk's office, Sept. 26, 1843.

Received and filed.
Attest: J. MUSSEY, *Clerk*.

A true copy.
Attest: J. MUSSEY, *Clerk*.

The account of Sarah Page, administratrix on the estate of John O. Page, late of Hallowell, esq., deceased.

1st. The said administratrix charges herself with the following sums received by her:

Rents received of Artemas Leonard - - -	$140 00
" " " Jno. Kidder - - -	75 75
" " " Benj. Davenport - - -	37 66
Rec'd of Thos. & Jno. Agry, on acct. - -	252 00
Rent rec'd of Artemas Leonard - - -	71 87
Rec'd of Jacob Smith's estate, on acct. - -	241 28
Rent rec'd of Joseph Johnson - - -	31 40
" " " John Kidder - - - -	10 00
Rec'd for dividend of 4⅓ pr. cent on the deceased Kennebec Marine Insurance stock - - -	780 00
Rec'd of Ken. Ma. Ins. Comp'y, bal. of acc. -	3,294 77
Rent rec'd of Moses Palmer - - - -	52 51
Rec'd of Will'm Vaughan, of London, bal. of amt. collected by him from Logan, Lenox & Co., of Liverpool, as pr. his acct. - - - -	4,951 11
Rent rec'd of Cook Kimball - - - -	18 00
" " " James Smith - - - -	11 00
" " " Elijah Davenport - - -	70 00
" " " Clarissa Judkins - - -	10 00
" " " John Kennevan - - -	22 50
" " " John Woodworth - - -	12 74
" " " Clarissa Judkins - - -	7 48
" " " Moses Palmer - - - -	25 00
" " " Elijah Davenport - - -	70 00
" " " Moses Palmer - - - -	14 05
" " " Elijah Davenport - - -	15 00
" " " Moses Palmer - - - -	34 73
" " " Elijah Davenport - - -	20 00
" " " Page & Bennett - - -	149 00
" " " Moses Palmer - - - -	46 90
	$10,464 75

And the said administratrix prays allowance of the following payments, charges, and expenses, viz:

	For amt. paid John Agry - - - -	$53 00
2.	Paid James Gow, as pr. bill - - -	133 08
3.	" Lincoln & Ken. Mu. Insurance Co., 2 notes and int. - - - - -	1,720 20
4.	" C. Robbins, as per rec't - - -	7 20
	" 1st assessment of 7 pr. ct. on 180 shares of dec'd Ken. Ma. Insurance stock - -	1,260 00
	" 2d assessment 12 pr. ct. on the same stock -	2,160 00
7.	" William King's acct. - - -	1,416 64
8.	" Samuel Davis, as pr. acct. - - -	7 73
9.	" Isaac P. Davis, " " - - -	241 36
10.	" direct tax on estate of deceased - -	6 00
11.	" Ephraim Lord, bal. of acc. - - -	68 35
12.	" Eben Buswell, as pr. rec't - - -	12 42
13.	" Nathan Davis, as pr. do - - -	12 33
14.	" Walter Powers, as pr. bill - - -	11 33
15.	" Aaron Wadsworth, as pr. rec't - -	15 59
	For part of ex'on vs. Solo. Hoxie, uncollected -	38 30
17.	Paid James Burnes, highway tax - -	9 44
18.	" Page & Bennet, bill - - -	20 00
19.	" for oil at sundry times - - -	1 33
20.	" Ephraim Lord, his bill - - -	814 26
21.	" Nath'l Colcord, his acc. - - -	56 79
22.	" Nath'l Cheever, his acct. - - -	1 00
23.	" J. W. Page, sundry taxes as pr. bill -	270 37
24.	" Thos. Lakeman, as pr. bill - - -	11 94
25.	" Page & Bennet, as pr. bill - - -	12 81
26.	" Nath'l Perley, bal. his ac. - - -	60 13
	For note vs. N. Perley, given up on settlement -	61 56
	" do do do do -	17 97
27.	Amt. pd. John Hubbard to redeem land in Vermont, sold for taxes on the same - -	30 00
28.	Paid Moses Palmer for repairs - - -	15 95
29.	Amt. paid R. K. Page, as pr. his bill - -	258 70
30.	Paid Wm. O. Vaughn his bill - - -	124 82
31.	" D. Evans, direct tax - - -	2 80
32.	" Wilde & Bond, as pr. acct. - -	71 56
	" John Libby and wife, for release of her dower in the Church farm - - -	55 00
34.	" C. Robbins, as pr. rec't - - -	9 51

For the following notes of hand, and mentioned and charged in her former account, as received from Rufus K. Page, as the deceased['s] share in the notes

due to the firm of said deceased and Rufus K. Page, viz:		
Philip Leach, order, settled in deceased['s] lifetime -		$32 00
Jacob Cram's note - - - - -		148 25
John Kidder - - - - -	25 97	
Do do - - - - -	66 93	
Do do - - - - -	76 89	
Do do - - - - -	51 86	
		221 65
Sewell Winslow - - - - -		11 54
Ezekiel Gilman - - - - -		10 20
Samuel Page - - - - -		3 93
Stephen & Simon Page, note, ex'on levied on real estate in Fayette, and not redeemed - - -		220 11
Sewell Winslow - - - -		12 16
James Springer - - - -		8 62
Samuel Howard, of Savannah - - -		100 00
William Whipple's note - - - -		30 00
Stephen Morton, do - - - -		1 65
Daniel Mathews, do - - - -		27 19
Jesse Richardson, do - - - -		3 05
William Jordan, do - - - -		26 10
John Prescott, do - - - -		1 53
Stephen B. Clough, do - - - -		10 72
Elihu Loud, do - - - -		17 30
Asher Spaulden, do secured by mortgage, but no part of the same collected - - -		316 25
Daniel Marrow, note - - - -		6 75
John Thompson, do - - - -		40 82
Sewall Winslow do - - - -		24 35
Prince Brown, do - - - -		2 30
Philip Lord, do - - - -		14 20
Ithiel Colley, do - - - -		9 17
William Bernard, 3 notes - - - -		176 42
Stephen Stone, do - - - -		5 00
Gardiner & Coolidge, do - - - -		7 00
Also, $\frac{5}{8}$ of amount of Gardiner Brown's note, payable to R. K. Page, for the benefit of the estate of the deceased, but uncollectable - - - -		2,013 35
For my time and trouble in settling the estate of said deceased - - - - - -		50 00
Journey to settle this account, with assistant - -		5 00
Probate fees and extra service - - -		9 06
For Nath'l Dummer, esq., note, outlawed when inventoried, and uncollectable - - - -		203 77
		$12,838 75

October 31*st*, 1815. SARAH PAGE.

KENNEBEC, *ss:*

In probate court at Augusta, 31st Oct., 1815.

Sarah Page, administratrix, presented this account, produced vouchers, and made oath to the truth of the same. Whereupon, I do decree, that the same be, and it is hereby, allowed and ordered to be recorded.

D. CONY, *Judge of probate.*

Filed 10 Oct., 1815.

Notice ordered for 31st Oct., 10 o'clock, A. M. Notice in the H. Gazette.

A true copy of the original.

Attest: FRANCIS DAVIS, *Register.*

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, Sept. 26, 1843.

Received and filed.

Attest: J. MUSSEY, *Clerk.*

A true copy.

Attest: J. MUSSEY, *Clerk.*

DR. *The estate of John O. Page, esq., deceased, in account with Sarah Page, administratrix.* CR.

1816.	
To cash paid Henry Getchell - - - -	$16 90
" do " highway tax for 1815 - - -	73 14
" do " State, town, county, and parish tax, for same year - - - -	197 59
" do " Monson & Barnard, their acc't -	275 79
" error in my first adm'x acc't in crediting cash received of Munson & Barnard - - -	1,256 75
" William Hayden's note uncollectable - -	16 61
" part of Eben Mayo's note do - -	13 73
" error in cash received of N. Gilman, jr. - -	93 06
" cash paid R. K. Page, guardian of Jno. O. Page, minor, on acc't of his share in the personal property of his late father - - - -	7,042 75
" amount charged myself in acc't as guardian of Emeline Page, on acc't of her part or share in the personal estate of her father - - -	7,042 75
" ditto " ditto as guardian of Louisa Page -	7,042 75
" my one-third of the personal estate of the deceased	10,564 15
	$33,635 95
1816.	
By cash received of Davenport, for rent - -	$20 00
" " " " " " - -	25 00

By cash received of Henry Stewart, for rent - -	$26 69
" " " Moses Palmer, do - -	36 75
" " " Peletiah Morrill, do - -	22 97
" error in late account for amount paid Chandler Robbins, esq., same having been charged in former account - - - - - -	9 51
	$140 92

February 20, 1816. SARAH PAGE.

KENNEBEC, *ss:*

In probate court at Augusta, 20th February, 1816, Sarah Page, administratrix, presented this account, produced vouchers, and made oath to the truth of the same. Whereupon I do decree, that the same be, and it hereby is, allowed and ordered to be recorded.

D. CONY, *Judge of probate.*

A true copy of the original.
Attest: FRANCIS DAVIS, *Register.*

MAINE DISTRICT, *ss:*

Circuit court, clerk's office, Sept. 26, 1843.

Received and filed.
Attest: J. MUSSEY, *Clerk.*

A true copy.
Attest: J. MUSSEY, *Clerk.*

In the case of GEORGE B. STEARNS, adm'r de bonis non, in equity,
vs.
RUFUS K. PAGE.

Pending in the Supreme Court of the United States of America.

In this case a certiorari, on motion of the defendant's counsel, issued by our consent to the circuit court of said States for Maine district, for the purpose of bringing into the cause, in extenso, four accounts of administration of the estate of John O. Page, deceased; and for that only.

All other exhibits not before embraced in the record are not to be considered as forming *any omission*, which said court will take notice of, under said writ.

The record now in said Supreme Court, with the accounts above mentioned, it is hereby agreed, constitute a full and perfect record of said cause, and said circuit court is requested so to return said writ of certiorari, upon this agreement.

GEO. EVANS,
Sol. for L. Stearns.
FRED. ALLEN,
Solicitor for said R. K. Page.

A true copy, from the original on file.
Attest: JOHN MUSSEY, *Clerk U. S.*
Circuit court, Maine.

Filed 7th Jan'y, 1846.

816.

SUPREME COURT OF THE UNITED STATES.

No. 35.

STEARNS, ADMR., &c.

vs.

PAGE.

RETURN TO SECOND CERTIORARI.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the honorable the judges of the circuit court of the United States for the district of Maine, greeting: [L. S.]

Whereas, in a certain suit in the said circuit court between George B. Stearns, administrator de bonis non of John O. Page, plaintiff in equity, and Rufus K. Page, defendant, which suit was removed to the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress in such case made and provided, a diminution of the record and proceedings of said cause has been suggested, to wit:

"That the account of Rufus K. Page with the store, being exhibit No. 3, B, on page 156, is not set forth in full, but only by its title and amount.

"That the account of John O. Page with Rufus K. Page, being exhibit No. 3, C, on page 157, is not set forth in full, but only by its title and amount.

"That the whole of 'exhibit No. 3, D, schedule No. 2,' on page 157, is omitted, and also exhibit No. 9, being a cancelled bond signed by Sarah Page running to Rufus K. Page."

You, therefore, are hereby commanded, that, searching the records and proceedings in said cause, you forthwith certify what omissions you shall find to the said Supreme Court of the United States, so that you have the same, together with this writ, before the said Supreme Court forthwith.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hur lred and forty-six.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the U. States.

UNITED STATES,
Maine district, ss.
Circuit court:

Pursuant to the within writ, the annexed copies are certified as form-
said cause, agreeably to the agreement of the parties, which is also here-
July, in the year of our Lord one thousand eight hundred and forty-

[SEAL.]

Exhibit No. 3, B.

MAINE DISTRICT, *ss:*

Circuit court, November 6, 1843—filed.

DR. *Rufus K. Page in account*

1806.		
June 6	To 7 y'ds linen, 4s. 9d; 1 hdkf, 5s. -	$ 6 37
June 12	paid Whitaker 6s. 9d; ½ M 6d nails, 2s 6d.	1 55
Nov'r 22	2½ b. peas, 6s.; 24th, cash, $31; 242 feet boards, $10 - - - -	35 92
1807.		
March 7	paid Carver $2 50; 23d, paid J. Childs $13 93 - - - -	16 43
April 15	paid T. Bond, jr., 36s.; May 25th, cash $20; July 20th, cash, $6 - -	32 00
Aug'st 13	cash, $12; Sep. 14th, cash, $22; Oct. 26th, cash, $30 - - - -	64 00
Nov'r 10	cash, $2; 26th, ½ g. wine, 5s. 3d.; Dec. 25th, ½ g. wine, 5s. 3d.	3 76
Dec'r 23	paid Whitaker 19s. 6d.; 1812, Jan. 6th, cash, $42 - - - -	45 25
1808.		
Jan'y 7	cash, $8; 9th, paid tax, $4 05; March 5th, cash, $14 - - - -	26 05
March 7	1 qt. wine, 2s. 8d.; April 28th, cash, $196	196 45
June 24	cash, $5 07; Sept. 29th, cash, 36s.; paid D. Norcross 18s. 9d. - - -	14 20
Oct'r 15	paid F. Hovey 24s.; 22d, note vs. T. Bond, jr., $150 - - -	154 00
Nov'r 25	cash, 36s.; Dec. 7th, paid J. Childs $24 09	30 09
Dec'r 15	cash, 42s.; 1809, Jan. 10th, cash, $8 -	15 00
1809.		
Jan'y 14	cash, $12; 20th, cash, $2 84 - -	14 84
Jan'y 31	1 qt. brandy, 3s.; Feb. 3d, cash, $3 00	3 50

ing the omissions supposed, and constitute a full and perfect record of with returned under the seal of said circuit court, this thirty-first day of seven.

ASHUR WARE,
District Judge.
JOHN MUSSEY,
Clerk, U. S. Cir. Court.

Att: J. MUSSEY, *Clerk*.

current with Store. CR.

1806.		
June 1	By 1 pr. shoes, 5s. 3d.; 3d, 5 y'ds calico, $2 75	$3 63
June 3	4 lbs. almonds, 6s.; 1 hat, 7s.; 4 lbs. almonds, 6s. - - - -	3 17
June 12	1½ yd. calico, 94 cts; July 2d, 6½ yds. calico, 3s. - - - -	4 19
July 11	3 prs. shoes, 5s. 9d.; 1808, Aug. 15th, cash, $111. - - - -	113 88
Oct'r 27	cash, $34; Nov. 5, discounted *we*, S. G.	
1809.	L., $35 - - - -	69 00
Jan'y 16	cash, $21; Dec. 11th, 2 yoke oxen, $128	149 00
1810.		
April 24	notes vs. John Locke, $127 76; June 2d, 1 hat, 9s. - - - -	129 26
July 14	ulage hhd. rum, 60 galls., 110 cts.; 25th, nuts, 7s. - - - -	67 17
July 27	note vs. Joshua Wingate, $25; Aug. 29th, cash rec'd J. O. D. $144 - -	169 00
Aug't 29	cash, B. French, $46; Sept. 20th, Major Colburn's note, $12 75 - -	58 75
Nov'r 27	cash, $58; Dec. 25th, W. H. P. & B.'s draft on C. Fawcett, $444 44 -	502 44
Dec'r 29	freight flour per sch'r James - -	37 55
	this sum paid M. & Barnard per proceeds	
1810.	molasses - - - -	688 14
Feb'y 8	Jno. Gover's note - - -	15 85

DR. *Rufus K. Page in account*

1809.		
Feb'y 14	To 6 y'ds calico, 2s.; March 13th, cash, $6 00	$8 00
April 10	cash, 3s.; paid G. Gilman $8 28	8 78
April 14	cash, 3s.; paid E. Goodale $4 75; paid W. T. Bond, $2 00 - - -	7 25
May 9	paid Gilman 3s.; 25th, paid Wm. Whitaker 3s. - - - -	1 00
July 5	cash, 36s.; paid Tilton 12s.; 7th, cash, 16.	10 67
July 17	cash, 42s.; August 30th, paid Rider 6s. -	8 00
Nov'r 11	paid Whitaker 21s.; 28th, paid Drawers 7s.	4 67
Dec'r 2	cash, $300; 5th, paid B. Page 18s. -	303 00
Dec'r 6	1 pt. wine, 1s. 6d.; 16th, $\frac{5}{8}$ gall. wine, 7s. 6d. - - - - -	1 50
Dec'r 20	cash, $3 60; 22d, cash, 6s. - -	4 60
1810.		
Jan'y 1	cash, $40; 6th, 1 pt. gin, 1s. 6d. -	40 25
Jan'y 8	1 qt. wine, 3s.; 15th, paid J. Gove, tax, $2 95 - - - -	3 45
Jan'y 18	paid J. Merrick $16; paid J. Longfellow, tax, $4 59 - - - -	20 59
Jan'y 30	$2\frac{3}{4}$ y'ds cotton, 3s. 9d.; Feb. 19th, 1 pt. wine, 1s. 6d. - - - -	1 97
Feb'y 22	1 pt. brandy, 1s. 6d.; 12 cigars, 1s. 6d.; $2\frac{1}{4}$ y'ds cloth, 2s. 3d. - - -	1 35
March 9	cash paid B. Page $36; 14th, 1 g. wine, 12s.; 1 qt. shrub, 3s.; 1 qt. brandy, 3s.	39 00
March 16	20 cigars, 40 cts.; 19th, paid for cider 3s.	90
March 29	cash, $10; April 6th, cash, 13c. - -	10 13
1811.		
June 25	endors't on J. Bean's note, $12 30; July 15th, received Wm. Stevens $39 18 -	51 48
July 19	rec'd G. Gray $5 67; August 7, rec'd J. Blish $7 10 - - - -	12 77
Aug. 9	am't Brown's bill, bread, $85 98; 19th, rec'd B. Vaughan, [illegible], $96 79 -	182 77
Aug. 29	rec'd J. Bean $11 48; Sept. 2d, rec'd G. Coborn $92 23 - - -	103 71
Sept. 5	9 0 4 flour, $36 14; 20th, 55 hhds. salt $171 02 - - - -	207 16
Sept. 16	am't sch'r Argonaut's acct., $509 53; am't Mrs. Denett's bill, $391 44 - -	900 97
Sept. 21	rec'd J. Bean $13 51; am't on goods on hand 22d April, $2,937 52 - -	2,951 03

current with Store—Continued. CR.

1811.		
Feb'y 22	By amount G. Colcord's drafts on Munsen & Barnard - - - -	$624 00
Aug't 9	my note to N. Brown on dem'd and int.	136 26
Aug't 22	note to James Robbinson for bal. acc't -	8 01
Dec'r 31	note to W. Hayden - - -	3 51
1812.		
Jan'y	this sum paid J. Noyes, bal. acc't -	42 08
Feb'y 8	this sum paid Sam. Freeman, bal. acc't -	7 78
Feb'y 8	this sum paid A. Folsom, bal. acc't -	7 38
1810.		
June 16	90 lbs. sugar, $7 - - -	7 00
	Carried over - -	$2,847 05

DR. *Rufus K. Page in account*

1811.		
Sept. 30	To rec'd D. Page $10 50; Oct. 30, am't H. Getchell's acct., $4,208 89 - -	$4,219 39
Nov. 6	rec'd P. Taylor $9 86; 15th, rec'd J. Bean $19 96 - - - -	29 82
Nov. 20	cash $65; 30th, this sum passed to Jno. Arnold's cr., $12 26 - - -	77 26
Dec'r 7	cash paid F. Fullar, $11 00; 11th, to this sum disc'ted with Peter Hopkins, $29 96	31 96
Dec'r 14	paid Enoch Moody's bill, sword, 15s. -	2 50
Dec'r 28	am't Sam'l Felker's acct., 15s. - -	2 50
Dec'r 30	paid J. Childs $27 31; note vs. J. Childs, 78c. - - - - -	28 09
1812.		
Jan'y 2	paid E. Lord $13 75; endors't on L. French's note, $16 34 - -	30 09
Jan'y 9	paid S. Delano $2 61; am't Cutts and Stevens' acct., $393 39 - -	396 00
Jan'y 10	paid J. Nevens $4 00; 13, cash $250; endors't on E. Greeley's N., $3 63 -	257 63
Jan'y 15	end't on J. Berry's note, $3 98; on E. Greeley, $1 17 - - -	5 15
Jan'y 23	note vs. Syl. Allen, $14 49; rec'd E. Williamson's acct, $13 75 - -	18 24
Feb'y 4	paid Jno. Evans $14 91; am't R. Chary's acct., $81 62; notes $62 04 - -	158 57
Feb'y 5	am't R. Smart's acct., $71 51; 8, rec'd Jno. Prescott $1 50 - - -	73 01
Feb'y 12	¼ fr't, amount brig Emme's acct., $125; cash $176 - - - -	301 00
Feb'y 12	order to D. B. Moors on Jos. Farlbank's endors't on F's note - - -	90 00
Feb'y 12	cash $121; paid Stephen B. Judkin end. note, $18 97 - - - -	139 97
Feb'y 18	am't bill vs. brig Rufus King - -	10 60
Feb'y 21	cash rec'd on sundry accts. omitted entry	41 65
1810.		
April 9	1 pt. rum, 1s.; 1 qt. M. wine, 6s.; 1 pt. rum, 1s. - - - -	1 34
April 13	1 qt. Mad. wine, 6s.; paid Whidden 3s. 1 pt. M. wine, 3s. - - -	2 00
April 24	cash, 77c.; 25th, cash 2s. 3d.; 1 pt. brandy; 1 pt. wine, 3s. - - -	1 65

current with Store—Continued. CR.

	By amount brought over - - -	$2,847 05
	Carried over - - - -	$2,847 05

DR. *Rufus K. Page in account*

1810.		
June 1	To 1 hdkf., 4s. 9d.; 21st, ¼ yarn, 1s. 6d.; cash, 7d. - - - -	$1 14
July 5	cash, 9s.; Aug. 16th, 4 skeins silk, 1s. 6d.	1 75
Aug. 8	cash, 6s.; 25th, cash, 4s. 6d. - - -	1 75
Aug. 30	1 hdkf., 7s. 6d.; Sept. 5th, 1 hdkf., 2s. 6d.	1 67
Sept. 17	7 yards cotton, 3s. 9d.; 1 hdkf., 1s. 6d. -	4 63
Oct. 30	1 yard flannel, 4s.; due on shawl, 4s. 6d.	1 42
Nov. 2	1 skein silk, 4s. 2d.; Nov. 2d, cash, $33	33 07
Dec'r 17	paid Mrs. Cutter 6s.; 18th, 3 yards flannel 4s. - - - - - -	3 00
Dec'r 30	am't acct. vs. sch'r James, $88 77; cash, 21s. - - - - - -	92 27
1811.		
Jan'y 4	cash, 27c.; paid S. Manning 9s. - -	1 77
Feb'y 12	cash, $1 49; 16th, 1 pair stockings, 4s. -	2 16
Feb'y 19	am't acct. vs. Jno. Ware, $21 46; March 18, 1 hdkf., 7s. - - -	22 63
March 23	cash $2 68; April 17, 3⅓ yards cloth, 45s.	28 93
April 17	1½ yards cotton, 3s.; 1½ yards Platilla, 2s. silk, &c., 3s. 6d. - - -	1 84
April 19	cash 12s.; May 11th, paid Kimball $17 34	19 34
		$11,680 20
	⅓ am't acct. and notes vs. David Colburn	760 49
	int. on D. C. acct. - - -	76 05
		$12,516 74

	By amount brought on - - -	$2,847 05
	balance - - - -	9,669 69
		$12,516 74

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

Exhibit No. 3, C.—Maine district, ss. Cir. court,

DR. *John O. Page, esq., deceased, in*

1806.				
May 15	To 1 broom, 1s. 6d.; 2 skns. silk, 9d. - - -		2s. 3d.	$0 38
May 15	12 yds. calico, 3s.; 6 nutmegs 2s. 3d. - - -		38s. 3d.	6 38
May 15	2 lbs. raisins, 1s. 6d.; 2 oz. cinnamon, 9d. - -		3s. 9d.	63
May 16	11½ butter, 1s. 2d.; 1 yd. cambric, 4 s. - -		17s. 10d.	2 97
July 28	cash - - -		$652 00	
Sept. 2	cash - - - -		283 00	
				935 00
Sept. 22	cash - - - -		363 74	
Sept. 24	cash - - - -		92 00	
				455 74
Sept. 24	am't bill rendered - -		25 93	
Nov. 8	cash - - -	$798 16		
Nov. 15	am't bill rendered -	45 00		
			843 16	
1807.				869 09
Jan'y 14	am't bill rendered - -		242 76	
	2⅝ yds. velvet cord, 16s. 6d. -		[7 22]	
				249 98
Jan'y 22	3½ bbls. cider - -		12 25	
Feb. 7	cash - - -	$206		
Feb. 17	cash - - -	250		
			456 00	
Feb. 20	paid Jemima Gould, pr. request		8 00	
				476 25
Feb. 20	paid N. Hilton's bill - -		29 92	
Feb. 20	Do. W. Hayden - -		7 99	
				37 91
Feb. 20	Town order - - -		28 57	
Mar. 7	am't bill rendered - -		119 62	
				148 19
Mar. 17	cash $707 00 - -		—	707 00
Mar. 28	am't bill rendered - -		38 66	
Ap'l 13	am't bill rendered - -		208 10	
May 16	am't bill rendered - -		180 44	
				427 20
June 3	cash - - - -		773 87	
June 6	am't bill rendered - -		296 18	
				1070 05

Nov. 6, 1843. Filed. Att. J. MUSSEY, *Clerk*.

acc't current with Rufus K. Page, Cr.

1806.			
Ap'l 26	By cash - - - -	$2000 00	
Ap'l 26	am't bill of goods - -	1013 36	
			$3013 36
Ap'l 29	1½ bbl. cider, 24s.; 1 bbl. vinegar, 30s. - - -	–	11 00
Ap'l 29	35 gals. vinegar, June 9, 20 c.	–	7 00
June 4	due on sundries, July 28 -	–	20 00
July 31	bill rum and molasses, June 9	–	1477 60
July 31	am't bill, goods pur. in Boston	–	1832 18
Aug. 19	am't J. Andrew's bill, tumblers, Aug. 6 - -	55 00	
Sept. 9	2 hhds. rum, 214 gs., at 72 c.	154 08	
Nov. 20	note vs. Nathl. Kent, Ap'l 15, 1807 - - -	187 62	
			396 70
1807.			
Feb. 20	this sum paid Jno. Judkins, Aug. 26 - - -	5 02	
Ap'l 15	am't bill of goods, pur. in Boston, Oct. 10, 1806 - -	5176 73	
Ap'l 15	pd. truck. do., Oct. 10, 1806	1 50	
			5183 23
Ap'l 15	25 hhds. salt, Oct. 10, 1806 -	112 50	
Ap'l 15	am't Munson's bill, goods, Dec. 16, 1806 - -	158 25	
Ap'l 15	bill, rum and molasses, Nov. 15, 1806 - - -	1159 67	
			1430 42
Ap'l 15	cash - - - -	1316 00	
May 6	73 galls. rum, Ap'l 23d, 72c.	52 56	
May 14	check on exchange office, &c.	200 00	
			1568 56
June 26	1 hhd. rum., 115 galls., 74 c.	85 10	
June 26	1 hhd. do., 124 gs., 76c. -	86 80	
Aug 3	this sum pd. T. & Spelman, pr. my note, July 15 -	379 60	
			551 50
Aug. 3	1 box lemons, July 15 -	6 00	
Aug. 3	this sam pd. Wiggin Int, on my note, July 15 - .	7 33	
Aug. 3	this sum pd. Frasier Savage & Co., July 15 - -	679 21	
			692 54

DR. *John O. Page, esq., deceased, in*

1807.				
June 24	To cash - - - -		$879 93	
July 20	cash - - - -		850 56	
				$1730 49
July 24	am't bill rendered - -		541 90	
Aug. 1	am't bill rendered - -		494 85	
Aug. 26	note vs. Hall & Thompson -		1980 00	
				3016 75
Aug. 28	am't bill rendered - -		105 97	
Sept. 17	am't bill rendered - -		213 31	
Oct. 3	am't bill rendered - -		48 46	
				367 74
Oct. 31	am't bill rendered - -		132 90	
Nov. 19	cash, $364.65 - -		364 65	
Nov. 23	am't bill rendered - -		115 32	
				612 87
Dec. 5	cash, $577.00 - -		577 00	
Nov. 5	am't bill rendered - -		37 06	
Nov. 26	am't bill rendered - -		74 67	
1808.				688 73
Jan'y 9	am't bill rendered - -		59 00	
Feb. 1	am't bill rendered - -		37 35	
Feb. 20	am't bill rendered - -		47 33	
				143 68
Mar. 22	am't bill rendered - -		143 26	
Ap'l 22	am't bill rendered - -		146 42	
May 25	am't bill rendered - -		162 71	
July 9	am't bill rendered - -		174 36	
				626 75
July 12	cash, $1750.00 - -		1750 00	
Aug. 13	am't bill rendered - -		64 47	
Sept. 15	am't bill rendered - -		172 29	
				1986 76
Sept. 27	cash, $1400.00 - -		1400 00	
Oct. 15	am't bill rendered - -		62 57	
Nov. 16	am't bill rendered - -		60 10	
				1522 67
Nov. 24	am't bill rendered - -		155 32	
1809.				
Feb. 9	am't bill rendered - -		147 23	
Feb. 21	cash - -	$647 00		
Feb. 22	cash - -	298 20		
			945 20	
				1247 75

acc't current with Rufus K. Page—Continued. CR.

1807.			
Aug. 3	By am't bill goods pur. in Boston, July 15 - -	$847 28	
Sept. 29	1 hhd. rum, 122 gs., July 29, 70c. - - -	85 40	
Oct. 5	1 hhd. ditto, 103 gs., 70 c. -	72 10	
			$1,004 78
Oct. 27	1 do. ditto, 108 gs., 75 c. -	81 00	
Dec. 14	1 hhd. ditto, 84 gs., 70 c. -	58 80	
1808.			
Jan'y 15	1 hhd. shrub, 109 gs., December 16, 6s. - -	109 00	
			248 80
Jan'y 15	1 hhd. rum, 112 gs., January 15, 75c., 85c. -	84 00	
Jan'y 30	2 hhd. ditto, 173 gs., 75c. -	129 75	
Jan'y 30	26 hhds. rum, 2,869 gs., July 29, 70c. - -	2,008 30	
			2,222 05
Jan'y 30	26 casks molasses, 2,497 gs., July 29, 38c. - -	948 86	
Jan'y 30	freight, rum and molasses from Boston, December 16 -	62 70	
Jan. 30	cash $2,000 00, Oct. 5 -	2,000 00	3,011 56
Aug. 8	1 hhd. rum, 95 gs. 80c. -	76 00	
Sept. 15	1 hhd. rum, 94 gs. 80c. -	75 20	
Oct. 13	this sum pd. for 37½ b. salt -	20 00	
			171 20
1809			
Oct. 18	6. 0. 25 rice, 18 - -	18 66	
	B. Vaughan, esq., draft on Boston - - -	800 00	
1810			
May 9	16 bbls. superfine flower, 51s.	136 00	
			954 66
	18 bbls. fine flower, 48s. -	144 00	
	320 bush. corn, 75c. - -	240 00	
Nov. 26	Sam'l Spear's bill iron -	548 01	
			932 01
	14 tons timber (lost at Bath) -	63 00	
Dec. 29	19. 3. 26th iron pur. in Boston	97 01	
	15. 1. 00th iron do. do.	74 91	
			235 82

DR. *John O. Page, esq., deceased, in*

1809.			
Mar. 21	To am't bill rendered - -	$124 39	
Ap'l 5	cash, $645.00 - -	645 00	
Ap'l 12	am't bill rendered - -	411 55	
			$1180 94
May 13	am't bill rendered - -	315 05	
June 5	cash, $329.00 - -	329 00	
June 15	am't bill rendered - -	122 61	
			766 66
July 13	am't bill rendered - -	118 48	
July 27	cash, $735.00 - -	735 00	
Aug. 19	am't bill rendered - -	131 50	
			984 98
Sept. 20	am't bill rendered - -	356 71	
Oct. 12	paid Eben'r Mayo - -	129 45	
Nov. 2	am't bill rendered - -	157 52	
			643 68
Dec. 7	cash, $669.00 - -	669 00	
Dec. 8	am't bill rendered - -	311 77	
Dec. 21	am't two drafts on Boston -	800 18	
			1780 95
Dec. 23	cash, $1025.90 - -	1025 90	
1810.			
Jan'y 25	am't bill rendered - -	184 78	
Mar. 24	am't bill rendered - -	255 56	
			1466 24
May 12	am't bill rendered - -	249 57	
June 5	am't bill rendered - -	202 49	
June 12	cash, $521.67 - -	521 67	
			973 73
July 7	am't bill rendered - -	106 79	
July 14	note and int. vs. Sewel Butler	367 07	
July 30	am't bill rendered - -	238 59	
			712 45
Aug. 14	paid P. Bachelder - -	27 22	
Sept. 6	Am't bill rendered - -	193 79	
Sept. 15	paid Jno. Getchell bill, boards for schr. Kennebec -	180 16	
			401 17
Sept. 24	am't bill rendered - -	77 18	
Oct. 22	am't bill rendered - -	139 30	
Nov. 15	am't bill rendered - -	810 75	
			1,027 23

acc't current with Rufus K. Page—Continued. Cr.

1811			
Jan. 7	By drafts on J. B. Fitch -	$172 63	
Jan. 17	16 bbls. sup. flour, 51s. -	136 00	
	10 bbls. fine flour, 48s. -	80 00	
			$388 63
	am't J. B. Fitch's bill, flour and corn - - -	162 00	
Feb. 27	cash rec'd N. B. Dingley & Son - - -	100 00	
	cash rec'd Hugh Cocks -	27 21	
			289 21
Mar. 14	endors't on J. Samson's note	122 27	
Apr. 6	J. Blish, draft on Boston, -	530 00	
	check on H. & A. Bank -	100 00	
			752 27
April 12	check on H. & A. Bank -	516 47	
1812			
Jan. 1	charter ⅓ schr. packet Eliza, voyage to Lisbon, from 2d Feb., 1811, to 22d Aug., 6 mos. 20 days - -	435 55	
			952 20
Feb. 8	am't Munson & Barnard's bill, duty, &c. on cloth and crockery, fall 1810, (9 July, 1811) - - -	–	216 23
1811			
Jan. 5	am't 12 crates ware pr. R. Hall's bill, 1810 - -	–	223 52
	subscription to Bowen -	–	6 00
	error in J. Andrew's bill, tumblers - - -	–	25
1810			
Oct. 5	Am't A. Bottomly's bill, bal. bro'cloths and casemeres ship'd fall 1810, and charges	–	734 46
	1 punch'n rum, 71 gals. a 90c., April 9, 1808, under charge on 1 punch'n - -	–	63 90
	Jan'y 15, '11, under charge on vinegar - - -	–	11 20
	April 29, 1806 - -	–	6 00

DR. *John O. Page, esq., deceased, in*

1810.			
Nov. 22	To am't bill rendered - -	$185 11	
Nov. 26	am't acc't vs. N. B. Dingley	732 47	
Dec. 3	am't bill staves for Kennebec	183 50	
			$1,101 08
Dec. 10	am't bill rendered - -	201 10	
Dec. 20	p'd C. Stevens, jr., order (ch'd on y'r book) - -	128 90	
Dec. 25	draft on C. Farwall, Dublin, dr'n by W. H. P. & B. £100	444 44	
			774 44
Dec. 29	10 cwt. oakum for ship -	70 00	
1811.			
Jan'y 3	am't bill rendered - -	220 09	
Feb. 19	p'd Nason & Smith's bill, boards schr. Kennebec -	125 25	
			415 34
Feb. 25	p'd part yr. draft to O. Colburn	200 00	
Mar. 16	paid P. Bachelder's bill -	48 21	
Mar. 19	am't bill rendered - -	152 82	
			401 03
Mar. 22	am't bill rendered - -	187 28	
April 16	paid Sam'l Norcross' bill -	236 75	
April 20	am't bill rendered - -	131 26	
			555 29
April 26	paid McCausland for hay -	8 80	
May 10	paid Kimball's bill shoeing horses - - -	8 55	
May 11	paid for making plough irons	6 60	
			23 95
	paid for making chains -	5 60	
May 17	paid Geo. Bartlett's acc't -	24 11	
June 7	paid Ich'd Widden's bill -	2 13	
			31 84
	paid S. Pullen for hay -	37 87	
June 12	cash paid N. Perley -	20 00	
July 11	paid Jemima Gould -	29 69	
			87 56
July 16	note and acc't vs. Jno. Kidder	95 44	
Aug. 5	paid Chandler for boards -	5 16	
Aug. 15	paid Russell & Cutler's bill, Gazette - - -	8 67	
			109 27
Aug. 22	paid J's Robinson's bill, keeping cow - - -	4 00	

acc't current with Rufus K. Page—Continued. CR.

By bal. errors in sundry charges, &c., as per schedule No. 2, E.	–	$16 01
Undercharge on rice, Oct. 18, 1809 - - -	–	6 22
[Amount carried over -	–	$28,629 89]

DR. *John O. Page, esq., deceased, in*

1811.			
Aug. 29	To 1596 feet M boards for new barn, 48s - - -	$12 76	
Sept. 2	paid Jos. Appleby's bill, cutting wood - - -	2 00	
			$18 76
Sept. 21	paid Eben White's bill, work on Dutton house - -	210 80	
Sept. 23	paid Josh'a Wingate's bill entr. schr. Kennebec - -	16 52	
Sept. 23	1 yoke oxen (Church place) -	70 00	
			297 32
Sept. 30	paid D. Page's bill - -	6 25	
Nov. 6	paid Jno. Chamberlain's bill	8 84	
Nov. 20	paid Jno. Webster's bill, hauling wood - -	6 34	
Nov. 28	paid Nathan Dawes' bill -	3 25	
			24 68
Nov. 30	am't Calvin Ballard's acc't -	12 90	
Dec. 4	paid William Hayden's bill -	29 11	
Dec. 11	paid freight of oakum and iron from Boston for ship Horatio	30 62	
			72 63
Dec. 31	paid Jonas Childs' bill -	22 32	
1812.			
Jan'y 2	paid Ephraim Lord's bill -	378 58	
			400 90
Jan'y 10	paid Cutts & Stevens' bill -	4 96	4 96
1811.			
Jan'y 17	am't sales of oars, Saltonstall,		
1812.	Baltimore, pr. his acc't, Sept.	–	127 37
Feb. 7	am't Caleb Stevens, jr., acc't passed to your credit on his acc't curr't settled this day	–	2,806 36
	n't sales 2 crates ware pr. M. & Barnard, fall 1810 -	–	66 16
Feb. 12	this sum, being ½ am't brig Emma acc't - -	–	250 00
Feb. 14	error in bill of Aug. 1st, 1807	–	2 00
	cash paid Blish, and included in receipt 105 - -	–	30 00
	⅔ am't acc't and notes vs. D. Colbourn - -	–	1,520 98
	int. on D. C. ac. - -	–	152 10
			$36,543 01

acc't current with Rufus K. Page—Continued. CR.

	Amount cr. bro't over -	–	$28,629 89
	By am't of 4 receipts for cash of Jn. Hayden for house acc't & int.	–	85 20
	balance - - -	–	7,827 92
			$36,543 01

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

Exhibit No. 3, D.

MAINE DISTRICT, *ss:*

Circuit court, November 6, 1843—filed.
Attest: J. MUSSEY, *Clerk*.

Schedule No. 2.

A.

Store Dr. on interes[illegible]cct. to the estate of J. O. Page, deceased.

		Sums.		Years.	Months.	Days.	Sums.
1806.							
April	29	On $1,037 36	–	5	10	–	$362 95
June	9	1,477 60	–	5	8	20	567 45
July	31	1,852 18	–	5	7	–	620 42
August	26	60 2	cash	5	6	4	19 84
September	9	154 8	–	5	5	20	50 56
October	10	5,290 73	–	5	4	19	1,709 88
November	15	1,159 67	–	5	3	14	368 11
December	16	158 25	–	5	2	13	49 32
1807.							
April	15	1,503 62	cash	4	10	14	439 67
April	23	52 56	–	4	10	5	15 41
May	14	200 00	cash	4	9	15	57 50
June	20	171 90	–	4	8	9	48 42
July	15	1,913 42	cash	4	7	14	530 54
July	29	91 40	–	4	7	–	25 03
October	27	153 10	–	4	4	2	39 83
December	16	167 80	–	4	2	13	42 36
1808.							
January	30	224 95	–	4	1	–	55 13
July	29	2,957 16	–	3	7	–	635 76
August	8	76 00	–	3	6	21	16 23
September	15	75 20	–	3	5	14	15 56
October	5	2,000 00	cash	3	4	24	408 00
October	18	838 66	–	3	4	11	169 34
December	16	62 70	cash	3	2	13	12 11
1810.							
May	9	520 00	–	1	9	20	56 33
Oct. 5,	1811	734 46	–	–	4	24	17 62
October	22	5 00	–	1	4	7	41

Schedule No. 2—A.—Continued.

		Sums.		Years.	Months.	Days.	Sums.
1810.							
November	26	$611 01	–	1	3	3	$46 14
December	29	172 82	–	1	2	–	12 11
1811.							
January	5	223 52	–	1	1	24	15 46
January	7	172 63	cash	1	1	22	11 88
January	17	378 00	–	1	1	12	25 33
February	27	127 21	cash	1	0	2	7 66
March	14	122 27	cash	–	11	15	7 02
April	6	630 00	cash	–	10	23	33 92
April	12	516 47	–	–	10	17	27 26
July	9	216 23	–	–	7	20	8 28
1812.							
January	31	435 55	–	–	–	29	2 11
1808.							
April	9	63 90	–	3	10	20	14 93
							$6,485 88
Deduct 3d page							6,371 91
Balance							$113 97
Deduct also interest on charge 5th January, 1811, same being calculated in England, as per Logan, Lenox & Co. account					$15 46		
Deduct interest on charge 5th October, 1811, same being calculated in same way					17 62		33 08
							$80 89

Schedule No. 2—A.—Continued.

Store Dr. in interest acct. to Rufus K. Page.

		Amount.		Years.	Months.	Days.	Sum.
1806.							
May	16	On $10 36	–	5	9	15	$3 60
July	28	652 00	–	5	7	3	218 75
September	2	283 00	–	5	5	28	76 32
September	22	455 74	–	5	5	8	148 81
September	24	25 93	–	5	5	6	8 48
November	8	798 16	–	5	3	22	254 30
November	15	45 00	–	5	3	15	14 29
1807.							
January	22	262 59	–	5	1	9	80 61
February	12	456 00	–	5	0	17	138 09
February	20	73 48	–	5	0	9	22 01
March	7	119 62	–	4	11	23	35 86
March	17	707 00	–	4	11	13	210 10
March	28	38 66	–	4	11	2	11 52
April	13	208 10	–	4	10	17	60 91
May	16	180 44	–	4	9	15	51 75
June	3	1,070 05	–	4	8	26	304 24
June	24	879 93	–	4	8	5	247 13
July	21	1,392 46	–	4	7	9	384 89
August	28	2,580 80	–	4	6	2	697 73
September	17	213 31	–	4	5	13	56 91
October	31	181 36	–	4	4	–	47 06
November	19	364 65	–	4	3	11	93 75
November	23	115 32	–	4	3	7	29 54
December	5	614 06	–	4	2	25	156 26
December	26	74 67	–	4	2	4	18 80
1808.							
January	9	59 00	–	4	1	21	14 66
February	1	37 35	–	4	0	28	9 05
February	20	47 33	–	4	0	9	11 35
March	22	143 26	–	3	11	8	33 80
April	22	146 42	–	3	10	8	33 77
May	25	162 71	–	3	9	5	36 82
July	9	174 36	–	3	7	21	38 02
August	8	1,750 00	–	3	6	22	373 92
August	13	64 47	–	3	6	17	13 62
September	15	172 29	–	3	5	15	35 69
September	27	1,400 00	–	3	5	3	287 70
October	15	62 57	–	3	4	15	12 76
November	24	215 42	–	3	3	6	42 15

Schedule No. 2—A.—Continued.

		Amount.		Years.	Months.	Days.	Sums.
1809.							
February	9	$147 23	–	3	0	20	$26 95
February	21	647 00	–	3	0	8	117 32
February	22	298 20	–	3	0	7	53 99
March	21	124 39	–	2	11	9	21 89
April	5	645 00	–	2	10	25	112 34
April	12	411 55	–	2	10	18	71 28
May	13	315 05	–	2	9	17	52 87
June	12	329 00	–	2	8	18	53 63
June	15	122 61	–	2	8	15	19 99
July	13	118 48	–	2	7	17	18 62
July	27	735 00	–	2	7	3	111 60
August	19	131 50	–	2	6	11	20 04
September	20	356 71	–	2	5	10	52 37
October	12	129 45	–	2	4	18	18 45
November	2	157 52	–	2	3	28	22 07
December	7	669 00	–	2	2	23	89 53
December	8	311 77	–	2	2	22	41 70
December	21	800 18	–	2	2	9	105 20
1810.							
January	23	1,025 90	–	2	1	7	129 45
January	25	184 78	–	2	1	5	23 28
March	24	255 56	–	1	11	6	29 70
May	12	249 57	–	1	9	18	27 00
June	5	202 49	–	1	8	25	21 04
June	12	521 67	–	1	8	18	53 77
July	7	106 79	–	1	7	23	10 58
July	14	360 07	–	1	7	16	35 85
July	30	238 59	–	1	7	–	22 71
August	14	27 22	–	1	6	16	2 50
September	6	193 79	–	1	5	24	17 27
September	15	180 16	–	1	5	15	15 75
September	24	77 18	–	1	5	6	6 63
October	22	139 30	–	1	4	8	11 31
November	26	1,728 33	–	1	3	4	130 75
December	29	583 50	–	1	2	1	40 91
1811.							
March	1	444 44	–	–	11	29	26 57
January	3	220 09	–	1	1	27	15 29

Schedule No. 2—A.—Continued.

		Amount.		Years.	Months.	Days.	Sum.
1811.							
February	19	$125 25	–	1	0	10	$7 71
February	25	200 00	–	1	0	4	12 13
March	16	48 21	–	–	11	14	2 75
March	22	340 10	–	–	11	8	19 49
April	20	368 01	–	–	10	10	19 01
April	26	8 80	–	–	10	4	46
May	17	44 86	–	–	9	13	2 52
June	7	40 00	–	–	8	23	1 75
June	12	20 00	–	–	8	18	86
July	16	153 13	–	–	7	14	4 57
August	5	5 16	–	–	6	25	17
August	15	8 67	–	–	6	15	29
August	22	4 00	–	–	6	8	13
August	29	14 76	–	–	6	1	45
September	22	303 57	–	–	5	8	8 01
November	30	31 33	–	–	3	–	47
December	11	59 73	–	–	2	19	69
December	31	22 32	–	–	2	–	22
1812.							
January	2	378 58	–	–	1	28	3 66
January	10	4 96	–	–	1	20	05
1810.							
October	31	127 37	–	1	3	–	9 53
1810.							
May	1	2,806 36	–	1	10	–	308 66
1811.							
February	15	66 16	–	1	0	14	4 11
1810.							
October	31	252 00	–	1	3	–	18 90
							$6,371 91

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

B.

Rufus K. Page, Dr., to Store in interest account.

Dates.		Sums.		Time.			Am't of interest.
1806.							
June	12	$7 50	–	5	8	4	$2 31
November	24	31 00	–	5	3	6	7 94
November	24	5 34	–	5	3	6	1 59
1807.							
March	23	16 43	–	4	11	7	4 74
April	15	6 00	–	4	10	15	1 86
May	25	20 00	–	4	9	5	5 72
July	20	6 00	–	4	7	10	1 62
August	13	12 00	–	4	6	17	3 27
September	15	22 00	–	4	5	15	5 89
October	26	30 00	–	4	4	4	7 82
November	10	2 00	–	4	3	20	52
December	22	4 51	–	4	2	7	1 26
1808.							
January	6	42 00	–	4	1	24	10 46
January	7	8 00	–	4	1	23	1 99
January	9	4 05	–	4	1	21	99
March	4	14 00	–	3	11	4	3 30
April	28	196 00	–	3	10	2	46 13
June	24	5 07	–	3	8	6	1 15
September	29	6 00	–	3	5	1	1 23
October	15	7 13	–	3	4	26	1 43
October	22	150 00	–	3	4	8	30 20
November	26	6 00	–	3	3	4	1 21
December	7	24 09	–	3	2	23	4 65
December	14	7 00	–	3	2	16	1 35
1809.							
January	10	8 00	–	3	1	20	1 51
January	14	18 34	–	3	1	16	3 38
February	14	2 00	–	3	0	26	37
March	13	6 00	–	2	11	17	1 07
April	17	16 03	–	2	10	13	2 85
July	17	18 00	–	2	7	3	2 80
November	11	4 50	–	2	3	19	62
December	2	300 00	–	2	2	28	40 40
December	6	3 00	–	2	2	24	39
December	20	4 50	–	2	3	19	60

B—Continued.

Dates.		Sums.		Time.			Am't of interest.
1810.							
January	1	$40 00	–	2	1	29	$5 19
January	20	24 09	–	2	1	10	3 04
February	22	4 00	–	2	0	7	48
March	9	36 00	–	1	11	21	4 27
March	29	13 00	–	1	11	21	1 52
1811.							
April	22	2,937 52	–	–	10	7	150 32
June	25	12 30	–	–	8	4	49
July	15	39 18	–	–	7	14	1 46
July	19	5 67	–	–	7	10	22
August	7	7 10	–	–	6	22	24
August	9	85 98	–	–	6	20	2 87
August	19	96 79	–	–	6	10	3 07
August	29	11 48	–	–	6	–	33
September	2	92 23	–	–	5	27	2 71
September	20	1,108 13	–	–	5	9	29 36
September	21	13 51	–	–	5	8	37
September	30	10 50	–	–	5	–	28
October	30	4,208 89	–	–	3	29	83 48
November	9	9 86	–	–	3	10	18
November	15	19 96	–	–	3	14	35
November	20	65 00	–	–	3	9	1 08
November	30	12 26	–	–	3	–	18
December	4	11 00	–	–	2	25	16
December	11	20 96	–	–	2	18	27
December	14	2 50	–	–	2	15	4
December	28	2 50	–	–	2	1	3
December	31	28 09	–	–	1	29	28
1812.							
January	2	13 75	–	–	1	27	13
January	7	18 75	–	–	1	22	16
January	10	397 39	–	–	1	19	3 24
January	13	253 62	–	–	1	16	1 94
January	15	5 15	–	–	1	14	4
January	23	18 24	–	–	1	6	11
February	4	158 57	–	–	–	25	66
February	5	71 51	–	–	–	24	29
February	8	1 50	–	–	–	21	1
February	12	512 00	–	–	–	17	1 45
February	18	18 97	–	–	–	11	03
							502 95
		Deduct below	-	-	-		233 95
		Balance of interest	-	-			$269 00

CR.

Dates.	Sums.		Time.			Am't of interest
1806.						
June 12	$10 99	–	5	8	17	$3 75
1808.						
August 15	111 00	–	3	6	14	23 57
October 27	34 00	–	3	4	2	6 81
November 5	35 00	–	3	3	24	6 97
1809.						
January 17	21 00	–	3	0	12	3 64
December 12	128 00	–	2	2	17	17 00
1810.						
April 24	128 43	–	1	10	5	14 19
July 14	66 00	–	1	7	15	6 44
July 28	26 17	–	1	7	1	2 47
August 29	190 00	–	1	6	–	17 10
September 20	12 75	–	1	5	9	1 13
November 27	58 00	–	1	3	2	4 37
December 25	444 44	–	1	2	4	31 38
December 29	725 69	–	1	2	–	50 82
1811.						
February 8	15 85	–	1	0	21	1 02
February 22	624 00	–	1	0	7	38 17
August 9	136 26	–	–	6	20	4 53
August 22	8 01	–	–	6	7	25
December 4	3 51	–	–	2	25	6
1812.						
January 23	42 08	–	–	1	6	25
February 12	7 78	–	–	–	17	2
February 18	7 38	–	–	–	11	1
						$233 95

A true copy compared with original on file.
Attest: JOHN MUSSEY, *Clerk*.

C.

Rufus K. Page's notes and interest.

		Com'r.	Time.				Sum.
1808.							
May 13		$1,858 98				Balance of interest -	$387 04
June 10	Endorsed	133 93					
		1,725 05					
Oct. 26	–	1,168 00	3	4	4	–	234 88
Dec'r 13	–	342 00	3	2	17	–	65 95
1809.							
Jan'y 9	–	302 20	3	1	20	–	56 88
Jan'y 23	–	319 75	3	1	7	–	59 57
March 22	–	50 00	2	11	7	–	8 81
Sept. 26	–	360 00	2	5	3	–	52 38
Oct. 3	–	250 00	2	4	26	–	36 08
Nov. 25	–	1,423 95	2	3	4	–	193 19
1810.							
March 23	–	940 00	1	11	6	–	109 04
May 5	–	1,960 00	1	9	24	–	213 64
Sept. 12	–	25 00	1	5	4	–	2 15
April 24	–	248 71	1	10	5	–	27 60
Oct. 18	–	191 57	1	4	11	–	15 71
		$9,306 23					1,462 92
						Add principal -	9,306 23
							$10,769 15

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

D.

Debts due from Store.

To W. Page and Bennet - - - -	$438 44
To T. and J. Wiggin - - - - -	77 48
To S. W. Thompson - - - - -	72 19
To S. and N. Moody - - - - -	186 23
To W. and G. Tuckerman - - - -	42 40
To Portl'd Insurance Office - - - -	101 94
	$918 68

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

E.

Rufus K. Page, Dr., for errors in sundry charges, as per bills rendered, viz:

1807, July 20 - - - - -	$0 30	
1807, July 31 - - - - -	10	
1807, September 17 - - - -	10	
1807, October 10 - - - -	10	
1807, October 31 - - - -	22	
1808, April 22 - - - - -	31	
1809, February 9 - - - -	10	
1809, June 15 - - - - -	10	
1809, July 9 - - - - -	5 00	
1809, September 20 - - - -	10	
1809, December 9 - - - -	19	
1810, January 25 - - - -	1 00	
1810, June 4 - - - - -	10	
1810, September 24 - - - -	10	
1810, November 17 - - - -	8 00	
Int. on error of $5 - - - -	80	
Do do $1 - - - -	13	
Do do $8 - - - -	62	
Cr.		$17 37
Error, November 23, 1807 - - -	1 00	
Do December 5, 1807 - - -	10	
Int. on error of $1 - - - -	26	
		1 36
		$16 01

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

F.

Rufus K. Page, Dr., to interest in private account.

				Yr.	Mo.	Dys.		
1806.								
January	27	On	$34 50	6	1	2	$12 79	
February	4		120 00	6	0	25	43 70	
February	22		21 00	6	0	7	7 58	
March	14		641 55	5	11	15	229 52	
1807.								
December	22		75 74	4	2	7	19 09	
1808.								
February	20		8 50	4	0	9	2 17	
1810.								
July	21		262 50	1	7	17	25 74	
July	16		231 48	1	7	13	22 45	
1811.								
March	2		62 50	–	11	27	3 75	
June	15		15 00	–	8	14	61	
1810.								
June	15		321 92	1	8	14	32 95	
1811.								
April	15		372 22	–	10	14	19 47	
July	15		33 00	–	7	14	1 24	
								$421 06
Cr. by interest in same account, viz:								
1806.								
January	4	On	$177 02	6	1	25	65 34	
February	22		253 00	6	0	7	91 38	
March	15		4 62	5	11	14	1 19	
April	16		71 00	5	10	13	25 00	
May	7		1 25	5	9	22	35	
June	21		43 38	5	8	8	14 68	
August	20		147 00	5	6	9	48 73	
1807.								
December	3		41 63	4	2	26	10 64	
1808.								
July	9		6 00	3	7	20	1 31	
1810.								
August	11		120 00	1	6	18	11 16	
								269 78
Balance of interest			-	-		-	–	$151 28

A true copy compared with the original on file.
Attest: JOHN MUSSEY, *Clerk*.

Exhibit No. 9.

MAINE DISTRICT, *ss:*

Circuit court, November 6, 1843—filed.
Attest: J. MUSSEY, *Clerk*.

Know all men, that I, Sarah Page, of Hallowell, in the county of Kennebec, am held and firmly bound unto Rufus K. Page, of said Hallowell, in the sum of four thousand dollars, to be paid said Rufus; to the payment of which sum, well and truly to be made, I bind myself and my heirs, firmly by these presents.

Sealed with my seal this twenty-fifth day of June, in the year of our Lord one thousand eight hundred and eleven.

The condition of the above obligation is such, that if the said Sarah shall, on request, execute and deliver to said Rufus a good and sufficient bill of sale, containing the usual covenants, of one-half part of the brig Emeline, now commanded by Capt. Stevens, and at this time at sea, being the same vessel which sailed from Kennebec river in July last for Liverpool, then the above obligation to be void, otherwise to remain absolute. It is understood that said vessel is wholly at the risk of said Rufus, and that if lost said Sarah is not accountable, but said Rufus is to have the benefit of his insurance on said half part.

SARAH PAGE. [L. S.]

Signed, sealed, and delivered in presence of—

The last four lines were added before signing.
NATHANIEL DUMMER,
THOMAS BOND, JR.

A true copy from the original on file.
Attest: JOHN MUSSEY, *Clerk*.

[Endorsed in red ink.]

This bond has been settled by a compliance and executing the bill of sale, &c.

In the case of George B. Stearns, administrator de bonis non, in equity, vs. Rufus K. Page, pending in the Supreme Court of the United States.

In this case it is agreed, that on a certiorari, to be issued on motion of appellant's counsel, for the purpose of bringing into the cause, in extenso, the account of Rufus K. Page with the store, being exhibit No. 3, B, on p. 156 of the printed record, and the account of John O. Page with Rufus K. Page, being exhibit No. 3, C, on p. 157 of the printed record; and also the whole of "exhibit No. 3, D, schedule No. 2," on p. 157 of the printed record; and also exhibit No. 9, being a cancelled bond of Sarah Page to Rufus K. Page; the above named